



BUILDING SOLICITATION FOR OFFERS

SFO – 03-054

THE GENERAL SERVICES ADMINISTRATION

FOR

THE ENVIRONMENTAL PROTECTION AGENCY

DENVER, COLORADO

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The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE

- A. The General Services Administration on behalf of the Environmental Protection Agency, hereinafter referred to as the Government, is interested in leasing approximately 250,000 gross square feet of office space. The rentable space shall yield a minimum of 231,281 BOMA/ANSI Office Area (previously Usable) square feet to a maximum of 232,000 BOMA/ANSI Office Area square feet, available for use by the Government for personnel, furnishings, and equipment. Refer to the "BOMA/ANSI Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offer.
- B. The leased space is to be constructed by the Offeror on a pre-determined site, located on the northerly 56% (56,773 sq. ft. of land) of what is formerly known as the Postal Annex Building, (Site) known as Lots 1 through 8 inclusive and Lots 25 through 32 inclusive and the vacated alley. The site is more commonly known as 16th Street to the north, 15th Street to the South, Wewatta Street to the west and Wynkoop Street to the east. Land size of the site is subject to minor changes.

The existing building will be demolished approximately 180 days after award and the site will be made suitable for development. The new building will have retail space on the ground floor on the Wynkoop and 16th St. sides. Retail space entrances, service corridors and loading dock must be physically separated from EPA areas. There will be limited access from the retail space directly into the Building. The retail space shall commence at the point of the city sidewalk except for the westerly and southerly sides.

- C. For definition purposes, within this Solicitation, the term Offeror and the term Lessor where used are considered synonymous. As such the terms are interchangeable in meaning and use.
- D. The proposed building will be a state of the art facility. It is to be an environmentally sustainable project that publicly reflects the environmental protection mission of the U.S. Environmental Protection Agency: conserving resources in its construction and operation, being energy efficient, water conserving, having good indoor air quality, having as minimal as possible negative impacts on the environment, and having a positive impact on the environment where possible. The building is to also provide a safe, highly productive, inviting and efficient work environment. The building will be required to achieve, at a minimum, a Leadership in Energy and Environmental Design version 2.1 (LEEDTM) silver rating, as described in the United States Green Building Council Web site <http://www.usgbc.org/>, LEEDTM Rating System.

Within 14 months of reaching 95% occupancy the Offeror will be required to obtain a building certification for at a minimum silver level rating, of Leadership in Energy and Environmental Design (LEEDTM), version 2.1 or most current at time of project registration, as described in the United States Green Building Council web site <http://www.usgbc.org/>, LEEDTM Rating System. Failure to reach and maintain the Silver Level LEEDTM rating will result in a penalty of \$250,000 annually that will be subtracted from the rental payments due for the building. At completion of the documentation and final certification, the Offeror shall provide the Lessee (3) hard copies and (3) electronic versions on compact disks of all supporting documentation for certification.

The Offeror shall provide and maintain an EPA Energy Star Building Certification Rating within 14 months of reaching 95% occupancy and submit the documentation to the Government. The Offeror shall make all necessary adjustments at its expense, if the building systems installed do not meet Energy Star certification after occupancy. In addition, the Offeror will provide the Government a rent reduction during the term of non-performance.

- E. The base building infrastructure will be capable of supporting current and future needs, and will be designed in such a way as to readily facilitate changes in organization and mission. The building shall comply with all the Government's minimum requirements set forth in this Solicitation. The building will consist of a multi-story structure of office and related space using a minimum floor plate of 25,000 sf. The building is to project a neighborhood friendly, professional and aesthetically pleasing appearance, including an attractive well-defined main entrance.
- F. The security requirements for the new facility must comply with Justice Department, General Services Administration and the Department of Homeland Security recommendations. The building will be classified as a level IV facility. These requirements will include, but not be limited to:
1. All visitors, deliveries, mail and packages will pass through security screening before entering any EPA area of the building.
 2. Access to public oriented uses or retail uses must be via separate entrances. Access to the EPA offices shall be secured at one entrance in the main lobby.

3. Parking is to be included as a part of the project to comply with the City and County of Denver requirements and the Department of Homeland Security for this particular site. Complying with this requirement will include forty, (40) enclosed and secured parking spaces in the building designated in the lease for EPA's exclusive use. Bicycle parking for seventy, (70) shall be provided in the same enclosed, secured area.
4. Access to any additional on site parking spaces provided for this project must comply with the Department of Homeland Security Standards, and the City and County of Denver.

1.2 LEASE TERM

The lease term is for ten (10) years firm, no options. All terms and conditions contained herein shall prevail throughout the term of the lease.

1.3 OCCUPANCY

Occupancy is required not later than July 1, 2006.

1.4 DOCUMENT SUMMARY

The purpose of this document, a Solicitation of Offer, (SFO) is to define the nature and requirements of building space required by the General Services Administration, (GSA) working on behalf of the Environmental Protection Agency, (EPA). Attached to and made a part of this document are the Program of Requirements, (POR), marked as Exhibit A, and the Technical Specifications, marked as Exhibit B. The purpose of each is as follows:

- A. The SFO sets forth how to offer, the award process, the amount and quality of the space required, and the general and technical requirements for the building and its operations.
- B. The POR sets forth the nature of the EPA, its operations and the amount and nature of the above standard spaces required for EPA operations.
- C. The Technical Specifications provide detailed requirements for the minimum acceptable quality of the building and its components.

Where conflicts occur either within or between the SFO, the POR or the Technical Specifications, the more stringent applications shall prevail. Should there be any disagreement as to the more stringent requirement, the GSA Contracting Officer will make a determination as to which requirement shall prevail.

1.5 OFFER DUE DATE

Offers are due not later than the close of business, July 15, 2004, at 4:00 P. M., MST, and shall remain open until August 13, 2004.

1.6 HOW TO OFFER

- A. Offers shall be submitted to the Contracting Officer as follows:

Mark K. Pearce, Contracting Officer
C/O Ronald L. Simpson, Senior Realty Specialist
U.S. General Services Administration
Building 41, Box 25546, (8PC)
Denver, CO 80225

- B. The following attached documents, properly executed and initialed and all blanks filled in, shall be submitted on the above stated offer due date. Other requirements that the Offeror would consider to be beneficial but the Government has not provided a form, are to be incorporated in the Offeror's presentation. Offers that arrive after the due date time or not properly initialed or filled out will be considered as non-responsive.

1. This SFO.
2. SFO Attachments, if any.
3. GSA Form 1364, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
5. GSA Form 3517, General Clauses.
6. Form B.

7. A Conceptual Design Package will be submitted to the Government. This package will consist of (but not be limited to) the following items:
- a. Exterior Elevations (with proposed exterior materials noted) using 1/8" equals one foot scale.
 - b. Floor plans and building sections using 1/8" equals one foot scale that clearly and accurately conveys the following information:
 - 1. Proposed column spacing, structural bay, and building module
 - 2. Building core, configuration and components;
 - 3. Location and number of elevators, shafts, and stairwells, mechanical rooms, lobbies, and restrooms;
 - 4. Location, nature, and proposed use of all building space not to be occupied by the Government;
 - 5. Patterns of public, Government, and other tenant ingress and egress as well as travel through the building;
 - 6. The proposed circulation pattern for a typical full (single-tenant) floor, including fire egress;
 - 7. Project area calculations showing Floor to Floor Height, Floor Elevation, Perimeter Linear Feet, FAR and Total Gross Construction Area;
 - 8. The building sections shall transverse each of the main building axis. Sections shall identify the elevation (height) of each level above and below grade.
 - 9. Identify any required physical features of the building such as loading dock, generator location, concept for the physical perimeter barrier, hydraulic barricade system, etc.
 - 10. All architectural features of the space must be accurately shown.
 - c. A full-color architectural exterior perspective rendering.
 - d. A proposed site and landscape plan.
 - e. One materials board showing the exterior and common areas finishes.
 - f. A list of finish materials and their specifications for core areas of the building, specifically elevator cabs, lobbies, public corridors, and restrooms.
 - g. Quality of Building Systems and Structure: The Lead Architect through the Offeror shall provide the following:
 - 1. A narrative identifying and specifying major building systems such as structural, mechanical, plumbing, emergency generator, elevators, electrical, telephone, and data typical distribution. The basis for mechanical, electrical and plumbing systems design shall be included.
 - 2. Narrative addressing how sustainable design issues was considered for this project.
 - 3. Narrative describing how the systems selected will enable the building to receive an Energy Star building label after being in service for one year.
 - h. Creativity and Innovation: Design concept narrative, to include the following:
 - 1. An explanation and analysis of the design, which shall be used by the Government in the evaluation of offers. The narrative statement shall conceptually describe and analyze the nature of the building and its systems and features in relation to the Government occupant's mission and other requirements of this SFO to indicate how the design would satisfy those requirements.

2. Identify, highlight, and fully explain areas which are intended to be upgraded above the minimum requirements of the SFO, and include the type of materials/equipment to be used. Samples may be provided to supplement the narrative. The Government reserves the right to incorporate this proposal into the contract to the extent it is not inconsistent with or does not conflict with terms of this SFO and/or contract.
 3. Any creative or innovative portions of the design.
 4. Compatibility with surrounding uses.
 5. Articulation of massing and fenestration.
 6. Discussion of the site's inherent physical characteristics and how these were used or considered in the organization of the site and orientation of the building(s) on the site.
 7. How the building fits into the surrounding context.
 8. A discussion of how financial considerations impacted various design elements.
 9. Discussion of human scale issues.
 10. A statement as to the degree and process of involvement the Lead Designer will have throughout the project until completion.
- C. ORAL PRESENTATIONS OF PHASE II OFFER: The Offeror and its design team shall be required to participate in two oral presentations of their technical proposal. The Government anticipates scheduling the oral presentations and will notify the Offeror the exact time and place at a later date. Oral presentations are subject to the same restrictions as written information regarding timing and content. Prerecorded videotaped presentations that lack real-time interactive dialogue are not considered oral presentation for the purpose of this requirement, although they may be included in Offeror submissions when appropriate. To help Offerors prepare for the oral presentation, please note the following:
- a. The information to be presented should be that which addresses the Technical Award Factors as set forth in this SFO.
 - b. Other media may supplement the oral presentation. Should an Offeror propose to use equipment other than flip charts or TV and VCR to supplement the oral presentation, s/he should notify the Contracting Officer at once to determine if the proper equipment is available at the presentation site or whether the Offeror should provide it.
 - c. During the oral presentation, communications may be held for the purposes of enhancing the Government understanding of the proposal, to allow reasonable interpretation of the proposal, address ambiguities in the proposal or other concerns (e.g., perceived deficiencies, weaknesses, errors, omissions, or mistakes, information relating to relevant past performance). Communications will not used to cure actual proposal deficiencies or material omissions, materially alter the technical proposal or cost elements of the proposal, and/or otherwise revise the proposal.

10. A detailed explanation of how the Offeror intends to accommodate the parking requirements of the EPA and the balance of the parking that is required under the City & County of Denver Zoning Ordinances.
11. The Contracting Officer may request, at the Offeror's expense, that all preliminary floor plans as stated in Paragraph 8 herein above, reflecting the building to be offered are to be submitted as a Computer-Aided Design (CAD) program that is compatible with the latest AutoCAD Release to be specified by the Contracting Officer. The preferred file extension is .DWG. All clean and purged files are to be submitted on a Compact Disk. All disks must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown. All floor plans submitted by the successful Offeror must comply with the provisions of Form B, hereto attached and by reference made a part hereof.
12. The Government will review the corridors and proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the BOMA / ANSI standard square footage. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful Offeror's Building may differ from the corridors used in determining the BOMA square footage for the Lease award.
13. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, and MAINTENANCE section of this SFO. If the proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
14. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
15. A rental rate for unoccupied space by the Government as defined in Paragraph 3.12 of this SFO.
16. Completion of the blanks contained in Paragraph 1.9 of this SFO.
17. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.
18. Each offeror is required to submit a LEED™ scorecard documenting the proposed points to be achieved. The total of points achieved must meet or exceed 33 and all prerequisite requirements must be met. Along with the proposed scorecard, (see Exhibit C) the offeror shall submit a narrative describing how each of the points proposed on the scorecard will be achieved (including all prerequisites for which no points are awarded).
19. Statement of compliance with environmental laws (section 1.9-B.1)
20. Proposal for re-use of materials and/or in-place construction (section 4.3)
21. Bicycle rack locations (include in floor plans / site plan)
22. Identify USGBC LEED™ Accredited Professionals as team member(s), including their roles through the project and including documentation for certification.
23. Commissioning Plan Outline from three independent commissioning agents per section 6.1 of this SFO.
24. Construction Period Recycling Program and what percentage will be recycled.
25. Construction Period IAQ Plan including Phased Occupancy Plan
26. Operations and Maintenance Plan. At a minimum, include within the specifications for green cleaning products the following items: floor wax, window, floor, toilet, tile and carpet cleaners.
27. Mechanical System Operating Plan. At a minimum the plan shall include: intake and exhaust stack locations; primary and secondary/auxiliary equipment with their distribution; terminal units; integrated filtration (at outside air intake, remix boxes with alarms for static pressure drops) and airflow monitoring and control/commissioning plan; and operational maintenance plan/guide.
28. Operations Recycling Plan
29. Energy Star® Status or a Maximum Energy Use Commitment Statement
30. Energy Budget/Energy Plus Model for new building with assumptions
31. Water conservation plan for the building and site during construction and operation.

32. Proposal for implementing an integrated pest management program for control of pests inside the building(s), in any included parking garage(s), and on the grounds surrounding the building(s).

33. Moisture Control Plan

1.7 ARCHEOLOGICAL SIGNIFICANCE

During the site work, artifacts may be discovered. In such an event, the Lessor shall stop excavation in the vicinity of the find and notify the Contracting Officer immediately. Subsequent site work shall proceed only as directed by the Contracting Officer. All items found which are considered to have archeological significance are the property of the U. S. Government or another appropriate party as determined by the Contracting Officer.

1.8 BUILDING SHELL REQUIREMENTS

The Lessor's build out obligations in providing a building shell (at the Lessor's expense), shall include, but not limited to, the following::

1. Base structure and building enclosure components shall be complete. All areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed and commissioned.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the building in accordance with both the ADAAG and the UFAS. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the leased area and all common areas shall be required.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements.
5. *Flooring.* All building areas shall have finished floors.
6. *Plumbing.* The Offeror shall include cost of plumbing such as for rest rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent. Additionally, a complete storm water drainage system and an irrigation system for site landscaping are to be included in the building shell.
7. *HVAC.* Central HVAC systems as stated in the Specification Section of this SFO shall be installed and operational. Air conditioning shall provide 20 cfm/person outside air ventilation, separated exhausts and intakes, and filtration per latest National standards of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) standards (15, 52, 55, 62, 90.1, 100.1995, 105, 111, 114 and 135), GSA standards (Facilities Standard for the Public Building Service) and EPA standards (EPA Facilities Manual, Architecture Engineering and Planning Guidelines). System capacity and design approach is further defined in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
8. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet on every floor, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per BOMA/ANSI Office Area square foot.
9. *Lighting.* Refer to Section 6.18 of this SFO.
10. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc. Emergency generator and UPS placement shall be provided at a later date, and shall be in accordance with both the ADAAG and the UFAS. Sprinkler mains and distribution piping in a "protection" layout with heads turned down with an escutcheon or trim plate shall be provided.
11. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard. Refer to Exhibit B, Technical Specifications Section 16741.
12. The following web site is for the convenience of the Offeror; <http://www.usgbc.org/programs/leed.htm> Refer to 10.5, of this SFO, SPECIAL REQUIREMENTS: EPA LEED™ PREFERENCES.
13. The building shall achieve EPA Energy Star® Building Certification Rating within 14 months of reaching 95% occupancy and the Offeror will submit the documentation to GSA and the EPA Region 8 Energy Star® coordinator. (see the MECHANICAL, ELECTRICAL, PLUMBING: ENERGY COST SAVINGS paragraph for more information). The Offeror shall make all necessary adjustments at its expense, if the new building systems installed do not meet Energy Star® certification after occupancy.

14. The building is to reflect Environmental Best Practices. The Offeror shall design, build, and operate a safe, reliable, and cost-competitive facility that reflects, to the maximum extent possible within the requirements of this Solicitation for Offer, environmental commitments having a positive impact on the communities where it is located. The design shall consider the following concepts during design, construction and operation of this facility:

Energy Conservation, via careful consideration of building siting to optimize passive solar design approaches, energy efficient building shell design, smart glazing, efficient mechanical systems, minimizing waste energy and recapturing waste energy streams, use of solar power and other renewable or innovative energy sources, Energy Star[®], advanced building and mechanical control systems, energy conscious building maintenance and operation, the use of day lighting, etc.

- a. **Water Conservation**, via use of low flow plumbing fixtures, water conserving mechanical system designs, landscape design using native species, harvested rain water system or drip irrigation systems (using gray water if allowable), and site design to minimize storm water runoff.
 - b. **Resource Conservation**, via the proper selection of materials with post-consumer recycled content or above average recycled content, preference for materials that are manufactured, packaged, or transported in a way that reduces energy or material expenditures, construction period recycling and waste minimization, and designing, building, and operating the building to accommodate EPA's active recycling program.
 - c. **Indoor Air Quality**, via careful placement of exhaust and air intakes in relative positions that protect intake air supply from cross contamination or security vulnerability; prevention of radon infiltration; protection from contamination of the HVAC system during construction; the use of low VOC interior adhesives, paints, sealants and caulks; construction period installation sequencing; emphasis on non-pesticide methods of pest control, and, when pesticide use is necessary, use of the least hazardous materials, most precise application technique, and minimum amount of pesticide necessary to achieve control; no use of lead or asbestos or asbestos containing materials, use of environmentally preferable janitorial and cleaning products during the buildings' operating life.
 - d. Other Environmental Factors, such as protection of the ozone layer through the avoidance of CFCs and HCFC's as refrigerants and blowing agents for insulation; protection of endangered ecosystems and support of sustainable forestry practices by avoiding use of endangered rain forest species and obtaining products from certified sustainable sources, use of non-lead paints, and provision of plumbing systems that prevent elevated lead levels in water. Consider partnerships with local utilities and energy saving companies to assist in financing low emissions, low operating cost mechanical systems.
15. **Security:** The U.S. Department of Justice document titled Vulnerability Assessment of Federal Facilities or any more recent federal building security guidelines are to be followed. The EPA Region 8 offices are considered a level IV facility, and shall comply with the minimum security standards applicable to this level. The following guidelines are of particular importance:
- a. *Single Point of Entry for Visitors and Staff.* The building is to have a single entry point where all visitors are to be screened. Any visitor must pass through this point before entering any part of EPA space.
 - b. *Government Vehicles Only Below the Building.* Only 40 spaces will be required if parking is to be below the building. No leasable parking will be allowed for outlease to non-government employees.
 - c. *Scanning of all Incoming Packages.* Before delivery to EPA employees, all packages must be scanned by X-ray. Scanning shall occur in an isolated, blast proof room so that any explosion or biological agent release will not affect the rest of the facility.
 - d. *Location of HVAC Intakes and System.* In order to protect the occupants from airborne attack, the location of air intakes and design of the HVAC system shall follow the recommendations outlined in the Health and Human Services (HHS) document entitled Protecting Building Environments from Airborne Chemical, Biological, or Radiological Attacks.

16. All of the above improvements are described in more detail hereinafter in Exhibits A and B.

17. Compliance

Environmental Laws. The property shall comply with all applicable environmental laws, including but not limited to, air pollution regulations, asbestos regulations (if applicable), hazardous waste regulations and underground storage tank regulations. The Offeror will be responsible for compliance with the water and energy conservation requirements of the Energy Policy Act of 1992 (PL 102-486, 106 Statute 2776). The Offeror will commit to provide quarterly reports to demonstrate the Government's equivalent energy and water usage consistent with the Energy Policy Act of 1992.

1.9 TENANT IMPROVEMENTS

- A. The Tenant Improvement, (TI's), allowance shall be used for building out the Government-demised area in accordance with the Government approved design intent drawings. All TI's required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.

- B. The TI allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the TI's. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.10 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE

A. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure shall include the following:
 - a. A lease rate per square foot for the building warm lit shell rental, fully serviced. It is the intent of the Government to lease a building shell with a TI allowance. The Warm Lit Shell Rate, shall include, but not be limited to, property financing (exclusive of TI's), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area build out, including base building lobbies, common areas, and core areas, etc., exclusive of the BOMA/ANSI Office Area space offered as required in this SFO.
 - b. The successful Offeror shall furnish \$_____, per Office Area square foot at the Offeror's sole cost and expense to apply against the cost of the TI's. Should the cost of the Tenant Improvement allowance exceed the Offeror's contribution, hereinafter referred to as "Excess Improvements", the Lessor shall advance such additional funds on behalf of the Government, subject to the approval of the CO, for the completion of the Excess Improvements and shall amortize said Excess Improvements over the term of this lease at a fixed interest rate of _____% compounded annually. The annual amortized cost of the Tenant Improvement Allowance shall be expressed as a cost per BOMA / ANSI Office Area square foot. Tenant Improvements shall be all alterations for the Government-demised area above the cost of building shell build out.
- B. The Lessor is required to provide unit cost or pricing data in conjunction with the TI's as specified by the Government in GSA Form 3517, General Clauses, see Paragraph 3.1 of this SFO.
- C. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
 1. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications as in Exhibits A and B. In cases of discrepancies, the Offeror shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 2. The successful Offeror shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Offeror shall accept responsibility for all prices through direct contracts with all contractors and sub contractors.
- D. Price structure required as follows:
 1. A lease rate per square foot for the building shell rental, including fixed costs but excluding variable costs from line 27 of GSA Form 1217. All improvements in the base building, lobbies, common area, and core areas shall be provided by the Lessor at the Lessor's expense.
 2. If the Government elects to have the Excess Improvements amortized over the term of the lease, then an amount per square foot for such Excess shall be stated as a separate part of the rental structure.
 3. The annual cost for the cost (per usable and rentable square feet) of variable services and utilities. This equals line 27 of the GSA Form 1217 divided by the building size (shown on the top of Form 1217).
 4. General Contractor's overhead and profit for the initial TI's and change orders and any other overhead and profit fee that will be added to the TI's.

1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT

All TI's shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the TI allowance. The Government may use all or part of the TI allowance. The Government may return to the Lessor any unused portion of the TI allowance in exchange for a decrease in rent according to the amortization rate over the lease term.
2. The Government reserves the right to make cash payments for any or all work performed by the successful Offeror. Prior to occupancy, the Government, at its sole discretion, may choose to pay a lump sum for any or all of the TI allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the TI allowance, the payment will result in a decrease in the rent. At any time after occupancy, the Government, without penalty, at its sole discretion, may choose to pay a lump sum for any part or all of the remaining unpaid amortized balance of the TI allowance. If the Government elects to make a lump sum payment at any time during occupancy, the payment will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the Offeror allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay a lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

1.12 NEGOTIATIONS

- A. Negotiations shall be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the term and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of the EPA other than the Contracting Officer or designee.
- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.13 PRICE EVALUATION (PRESENT VALUE)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per Office Area square foot and a breakout of the "base" price for services and utilities (operating expenses) to be provided by the Lessor.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the Office Area space yields the amount of BOMA/ANSI Office Area space within the required BOMA/ANSI Office Area range. The Government will verify the amount of BOMA/ANSI Office Area square footage within 180 days after the issuance of the Occupancy Permit by the City and County of Denver. If there is a discrepancy, the rent shall be adjusted accordingly.
- C. If the offer includes annual adjustments in operating expenses, the base price per BOMA/ANSI Office Area square foot from which adjustments are made will be the base price for the term of the lease.
- D. Evaluation of offered prices will be on the basis of the annual price per BOMA/ANSI Office Area square foot. The Government will perform present value price evaluation by reducing the prices per BOMA/ANSI Office Area square foot to a composite annual BOMA/ANSI Office Area square foot price, as follows:
 - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - 2. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 - 3. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per BOMA/ANSI Office Area square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture and telecommunications, if applicable.
 - d. The sum of either subparagraphs 2 and 4 or subparagraphs 3 and 4 less 5, will be the per BOMA/ANSI Office Area square foot present value of the offer for price evaluation purposes.

1.14 AWARD

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA within 30 days of award, which is to reflect the proposed agreement of the parties. The proposed lease shall be accompanied by all other pre-award documents called for under this SFO including, but not limited to, a proposal for re-use of materials and/or in-place construction, a proposal for implementation of an integrated pest management approach to pest control, and a LEED™ scorecard documenting the proposed points to be achieved.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - 2. Required clauses,
 - 3. Required certifications and representations,
 - 4. The pertinent provisions of the offer, Exhibits and any amendments.

5. Pertinent floor plans.

- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

1.15 SEISMIC SAFETY FOR NEW CONSTRUCTION

A. For the purpose of this Section:

1. **"Engineer"** means a professional engineer licensed in the state where the property is located.
2. **"IBC"** means "International Building Code" (IBC). IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting <http://www.iccsafe.org>.
3. **"Seismic Certificate"** means a certificate executed by an Engineer on the Certificate of Seismic Compliance

B. The design and construction of the proposed building shall conform to the seismic provisions of the latest edition of the International Building Code (IBC).

C. At the time of "Substantial Completion" the Lessor shall provide a written certificate (Exhibit "B") from an Engineer that the building design and construction conforms to the seismic provisions of the latest edition of the *International Building Code (IBC)*.

D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available for review by the Government to ensure compliance with the *International Building Code (IBC)*.

E. At the time of "Substantial Completion" the Lessor shall provide a written certificate (Exhibit "B") from an Engineer that the building design and construction conforms to the seismic provisions of the latest edition of the *International Building Code (IBC)*.

F. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available for review by the Government to ensure compliance with the *International Building Code (IBC)*.

1.16 LABOR STANDARDS

The Government will be the predominant tenant in the proposed building. As such, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of these clauses are available upon request from the Contracting Officer, or versions are also available at the following web site: <http://www.arnet.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

2.0 ACCESSIBILITY AND AWARD FACTORS

2.1 ACCESSIBILITY REQUIREMENTS

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). If any offers are received which fully meet accessibility requirements of new construction, then other offers that do not fully meet these requirements will not be considered. Where standards conflict, the more stringent shall apply.
- B. The following UFAS provisions are clearly more stringent than the ADAAG—
1. *Work Areas*. The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
 2. *Work Surface Scoping*. The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
 3. *Entrances in Multi-Grade Buildings*. The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2.(8); ADAAG 4.1.3(8)]
 4. *Elevator Controls*. The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]
- C. **FULL COMPLIANCE:**
"Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.

2.2 AWARD FACTORS

- A. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors that follow will be considered.
- B. The combination of factors listed below will be the determining factor for award.
- C. The award factors are as follows:
1. *Sustainability*: Evaluation will focus on achieving a building that sets a leadership example combined with the environmental protection and resource conservation mission of the EPA, and maximizing occupant health and productivity. The evaluation shall consider sustainable practices and performance goals for all facets of the project including the site, construction process, building and operations. Proposed strategies for attaining silver LEED™ certification, giving more weight to those proposals with higher LEED™ points above the minimum 33; water conservation (low impact development, landscaping, low flow plumbing fixtures, and water recapture). In addition, Energy conservation (Energy Star® performance; day lighting; natural cooling; and the quality of: controls, lighting, and mechanical equipment/systems); resource conservation during design, construction and operations (construction waste recovery, recycled content construction materials and finishes, and operations recycling); maintenance (green cleaning product, integrated pest management, minimization of landscape chemicals/fertilizers and operations recycling program); and innovative design (for example: cistern, green roof, fuel cell, and solar collectors).
 2. *Design*: Overall design of the exterior with strong emphasis in the architectural blending of the neighborhood in material use as well as design, overall design of the interior of the building including the main entrance to the building, lobby design and utility, functionality of the floor plate, elevator(s) and restroom facilities in relationship to the rest of the floor, window mullion placement, loading dock facilities, design quality and functionality of the retail space, and the reasonableness of the unit pricing costs.
 3. *Work Place*: Evaluation will be focused on the flow of the work place, including building amenities, column spacing, the function of the floor plate design as it relates to systems furniture layout and the use of daylight.
 4. *Operations*: The Offeror shall submit for evaluation an Operational Plan for the Building that will contain as a minimum, the elements as defined in Paragraph 1.6, sub paragraphs 23, 25, 26, 29, 30, 31,32 and 33, Paragraph 7.8, and incorporate the provisions of Paragraph 6.2 B.

5. The total overall full service rental rate for the Government space, using GSA Form 1364 and 1217 as attached, will be submitted by the Offeror breaking down the proposed rental costs on an annual BOMA / ANSI Office Area square foot basis as follows:

- (a. Base Building, Warm Lit Shell
- (b. Operating Costs
- (c. Property Taxes
- (d. Amortized Tenant Improvement costs, with emphasis on the total amount to be amortized and the annual interest rate to be used.
- (e. Cost of Parking

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment, unit prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first 18 months of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of slab to slab, 1 hour, office subdividing partitioning, including paint and rubber base on both sides.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle, floor and wall mounted.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone/data/junction box.
9. The cost per wall-mounted telephone outlet.
10. The cost per electrical junction box with cover plate.
11. The cost per wall mounted 240 volt, 40 amp circuit.
12. The cost per wall mounted 120 volt, 20 amp circuit.
13. The cost per wall mounted 120 volt 20 amp circuit with isolated ground.
14. The cost per wall mounted 120 volt 20 amp circuit, in a gang.
15. The cost per dedicated, wall mounted 120 volt, 20 amp circuit with single 20 amp receptacle.
16. The cost per dedicated wall mounted 120 volt, 20 amp circuit with two 20 amp receptacles on each circuit.
17. The cost per side light 18" window, floor to ceiling height.
18. The cost per linear foot of one inch conduit.
19. The cost per 36" x 9 feet, ¾ hour fire rated solid core door assembly including frame and hardware.
20. The cost per 36" x 8 feet, ¾ hour fire rated solid core door assembly including frame and hardware.
21. The cost per unit for systems furniture base feed.
22. The cost per linear foot of recessed operable partition with STC of 48, the four foot panels interlocking, floor to ceiling. Include an access into a closet with a door when the wall is stored.
23. The cost per RJ-48 plug, and a RJ-11 jack.
24. The cost per two-tube indirect pendant lighting fixture.
25. The cost per down light with two 6" or 7" compact fluorescent bulbs.
26. The cost per fluorescent T-8 wall washer.
27. The cost per square yard for carpet tile.
28. The cost per square foot of access/computer flooring.
29. The cost per square foot of resilient floor covering.
30. The cost per unit for a double compartment, stainless steel sink including disposal.
31. The cost per unit for a middle of the line microwave.
32. The cost per square foot for acoustical ceiling tile.
33. The cost of a wall mounted three way switch.
34. The cost per linear foot for cable tray
35. The cost for T-8 troffer uplight lamping per linear foot.

3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Area Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
1. Itemized costs for lump sum payment not to be included in the rental rate and
 2. A rental rate that includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.4 PROPERTY TAX ADJUSTMENT

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are the real estate taxes for the first 12-month period coincident with full assessment.

The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

For a "negotiated and agreed upon" base year tax amount, real estate tax adjustments, as covered herein, may be conducted beginning with the first anniversary date of this lease, including the time period from lease inception to the first anniversary date. For real estate tax adjustments wherein the base year amount is calculated on "first 12 month period coincident with a full assessment," the taxes may be adjusted as covered herein for the time period that begins between the first and second anniversary dates of the lease, excluding the time period from lease inception to the first anniversary date.

- C. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- D. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph C.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph C. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- E. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ square feet in a building of _____ square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto.
- F. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 OPERATING COSTS

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month that begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government extends the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.6 OPERATING COSTS BASE

The base for the operating costs adjustment will be established during negotiations based upon BOMA/ANSI Office Area square feet.

3.7 NOVATION AGREEMENT

- A. In the event of a transfer of ownership of the leased premises, or a change in the lessor's legal name, the lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. "Change-of-name agreement" means a legal instrument executed by the contractor and the Government that recognizes the legal change of name of the contractor without disturbing the original contractual rights and obligations of the parties.
- C. "Novation agreement" means a legal instrument executed by the:
1. Contractor (transferor)
 2. Successor in interest (transferee)
 3. Government, by which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Government recognizes the transfer of the contract and related assets.
- D. The Government generally executes a Novation Agreement when the leased property is sold or other interest in the property is legally transferred. A Novation Agreement provides that:
1. The transferee assumes all the transferor's obligations under the contract.
 2. The transferor waives all rights under the contract against the Government
 3. The transferor guarantees performance of the contractor by the transferee
 4. Nothing in the agreement shall relieve the transferor or transferee from compliance with any federal law

- E. The Contracting Officer must be notified in writing of the proposed change-of-name or ownership prior to execution of any Novation Agreement. The Contracting Officer may request additional information (i.e., copy of the deed of trust, bill of sale, certificate of merger, contract, court decree, etc.) from the transferor or transferee to validate the proposed changes.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities should be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The contract may be terminated for reasons of default, should the original contractor fail to perform.

3.8 BOMA / ANSI OFFICE AREA SQUARE FEET

- A. For the purposes of this SFO, the Government recognizes the Building Owners and Managers Association / American National Standards Institute (BOMA/ANSI standard Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed.", formally Useable Area.
- B. BOMA/ANSI Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, BOMA/ANSI Office Area square feet shall be computed as if the deviation were not present.

3.9 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.10 LIQUIDATED DAMAGES, GSAR 552.270-15

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$15,000.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies that may be available under this lease or at law.

3.11 VENDING FACILITIES

- A. Should the Offeror place food facilities anywhere in the building except the retail space on the ground floor, including but not limited to the operation of a vending facilities, said facilities must be operated by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Offeror is required to provide necessary utilities and to make related alterations.
- B. The Government will assure that the facilities will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, The rate will be reduced by that portion of the costs per BOMA/ANSI Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated. The amount of the differential is \$_____ per BOMA / ANSI square foot per year.

3.13 EVIDENCE OF CAPABILITY TO PERFORM

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed general contractor, and/or tenant improvement contractor, as well as evidence of each contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of the building site and evidence of ownership or control of any off site parking locations.

B. AFTER AWARD: Within 30 days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Award of a construction contract for the "Building Warm Lit Shell".

3.14 PROJECT SCHEDULE

A. Within 14 working days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after award.

B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

D. The Offeror will be required to submit the following:

1. At the completion of the Design Development Phase fund and submit registration forms to the U.S. Green Building Council for LEED™ certification at the silver level or above.
LEED™ Accredited Professional shall start LEED™ documentation process.
2. At 100% Construction Drawing Submission, provide Final Commissioning Plan, Construction IAQ Plan, and Construction Waste Management Plan.
3. Ventilation system design calculations that achieve air change effectiveness of E=.9 or better.
4. At each phase of design submission, the Offeror shall provide updated LEED scorecards and energy performance calculations.

D. The Offeror will be required to submit during construction:

1. All contractor interior finish submittals with their MSDS for VOC contents, including carpet, paints, adhesives, caulks, etc.
2. Submit monthly renovation recycling and disposal report.
3. Documentation (invoices and certificates) from lumber or doors manufacturer sources that products are certified.
4. All Commissioning Agents Reports and backup documentation as developed throughout the commissioning periods.
5. Documentation as requested by EPA for development of a Green Report including access and information on its design, construction and operations.
6. Two sets of monthly construction photographs.

E. The Offeror will be required to submit at construction completion:

1. Final documentation for LEED™ Certification as required by the SFO.
2. Final recycling and disposal report.
3. Final Building Operations Plan
4. Prior to occupancy conduct the testing for lead in drinking water provide certification from SDWA certified laboratory.
5. Final reports on indoor air quality testing.
7. Final Commissioning Agent's report.

3.15 LESSOR DESIGN DOCUMENTS, REVIEWS AND APPROVALS

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into phases as follows: 1) Design and Design Documentation 2) Incorporation of the Government's Tenant Fit-out Design Intent Drawings into the Construction Documents; 3) the Lessor's construction of the subject leased area. Each Phase shall include time for Government Review and Approval of the Lessor's submissions. Each of these Phases is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday), exclusive of federal holidays. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN DEVELOPMENT DRAWINGS:

1. Design development after award will be in accordance with the specific solicitation requirements. The Contracting Officer shall have the right to reject any aspect of subsequent design development which varies from the concept and which would adversely affect the Government's use and occupancy of the space. Evolutionary adaptations or changes can be proposed by either party to improve the design, subject to the Contracting Officer's approval. Submit 50%, 75%, and 100% design drawings for Government review (8 sets). To obtain the Government's approval on each design drawing submittal the documents submitted are not progress set documents they are purposeful

documents that need to be coordinated with all the mechanical, electrical, space planning, etc. drawings for them to be considered complete sets.

These Drawings shall include all necessary design documentation for review by the Government and all necessary Construction Documentation (drawings and specifications) for the complete project including both Base Building and Tenant Fit-out.. Each submittal shall include a complete set of all disciplines for each design phase. Complete sets shall be stapled and bound together. System furniture drawings shall be incorporated and coordinated with all other design documents. At final completion of construction documents, the Government will require twelve (12) complete sets consisting of eight (8) full-scale sets and four (4) half size sets.

Design development after award will not only be in accordance with the specific solicitation requirements, but also a direct extension of the submitted design concept. The further design development shall retain all the functional and basic physical characteristics of that concept. Neither party will unreasonably withhold such acceptance of demonstrably beneficial design adaptations of the concept which would not measurably increase the costs of construction, operation or occupancy of the space or building and which would not decrease the utility of the space or building to either party.

The below -described submissions are to be a clear communications between the Government and the Offeror. The Government has no responsibility to make comments on the design to meet code requirements. Any variances between the design and the SFO requirements are not considered approved unless the Contracting Officer specifically approves the variances.

The lessor will be responsible for the preparation of design development documents of the base building, and the construction documents for both the base building as well as the tenant fit-out.

Parallel to the development of base building drawings, the government and its consultants will prepare tenant plans that will be integrated into the design and construction documents. The government will require progressive CAD documents of the base building as design develops. The lessor shall schedule the production of base building design document such that all information required for the fit-out design is provided at each submission.

The submission at each stage will be as per the agreed time and the government will give approval or conditional approval at each stage. If the lessor fails to make a complete and sufficiently detailed submission by the date established in the Project Schedule for a particular stage (50%, 75% and 100%), the same shall constitute a Lessor delay. The Government shall review each submittal and provide written comments within 20 working days of receipt. The lessor shall incorporate the government's comments into each subsequent design submission except that the 100% review comments will be included in a revised submission by the lessor for which the Government will provide written comments within 10 working days.

Following Award and prior to beginning design development the Lessor and representatives of the entire design team shall meet with the Government to review the Best and Final Offer design documents. Any questions and comments about the design discussed at that meeting or included in written comments shall be incorporated by the Lessor in all subsequent design submissions.

The Lessor will be responsible for the preparation of all documentation of the project required for approvals by any local government agencies having jurisdiction over the project. The Lessor will be responsible for coordinating with the Contracting Officer any changes in the project from the requirements of the SFO that may be required by the zoning or design review processes. Any such change must be approved in writing by the Contracting Officer before being incorporated in the design documents for the project.

50% Submittal - The 50% base building submission shall include the following:

- Floor plans, sections, and typical details .
- Foundation plans and key foundation elements.
- Structural drawings including Floor framing plans, roof framing plans, sizing of elements, critical details, Building sections showing all typical conditions, framing and materials.
Interior elevations of all building public spaces and typical tenant area lobbies
- Elevations of all building exteriors including materials and key exterior details.
- Selection of roof systems including typical details.
- Basic vertical circulation concepts along with sizing and location of exits established. All cores finalized.
- Mechanical systems sized and selected, distribution concepts refined, and all infrastructure spaces on floors identified. Mechanical, Electrical and Plumbing calculations to justify proposed system and equipment sizes
- Electrical and lighting systems identified with schematic layouts for each floor, including lighting plan, power plan, fire alarm plan, and electronic security plan.
- Initial equipment list identified.
- Schedules:
 - General architectural schedules; finish door, window, etc.
 - General mechanical schedules; equipment, plumbing, fire suppression, etc.
 - General electrical schedules; fixture, panel, security, etc.
 - General structural schedules; reinforcing, column, beam, etc.
- Outline specifications for all building elements
- Updated LEED Scorecard
- Updated Commissioning Plan
- Updated Energy and water usage analysis
- Construction Cost Estimates for base building and tenant fit out

Once the 50% lessor submittal is accepted, the government and its consultants will finalize the tenant layouts for inclusion in the 75% lessor document. The tenant layouts will be based on the fixed floor plates and other elements shown on the 50% documents. Any further refinement to the base building design that impacts the tenant layouts will require revision of layouts and approval from user agency. The time required to conduct such changes and obtain approvals shall not be considered government caused delay.

2) 75% Submittal - Design Development Package - The 75% design development package submitted by the lessor shall include a fully integrated government provided tenant fit-out. The following will be included in the package:

ARCHITECTURAL DESIGN DEVELOPMENT

1. FLOOR PLANS INCLUDING THE FOLLOWING:

- a. Building perimeter (footprint) and exterior wall type, thickness and composition fixed.
- b. Structural grid or system fixed (with "hard" column sizes).
- c. Major mechanical/electrical systems determined and their requirements reflected and indicated on plans.
- d. Indicate building core – elevators, stairs, etc. Toilet room layouts/details.
- e. Specification of interior elements such as walls, doors, glazing, etc.
- f. Built in furniture items including reception desks, counters, cabinets, etc.
- g. Electrical receptacle and switch location, voice/data plan
- h. Incorporation of Government's Design Intent drawings for Tenant Fit-out.

2. ELEVATIONS

General Elevations

- a. Total full-height facades including roof structures.
- b. All fenestration fixed and related to interior walls and internal slab heights.
- c. Overall vertical building and floor heights indicated and related to established building datum.
- d. Key elevations that indicate unique or theme elements, as required to augment the normal building elevations such as building entries, public spaces, and typical bay.

3. Sections

Overall building longitudinal and transverse "building explanation" type (at 1/16" or 1/8", 1:200 or 1:100 scale) and supplementary sections that include larger scale (e.g., 1/4" or 1:50) vertical and plan sections design profiled for the building "work out" purposes.

4. Details - Large scale (1 1/2" and 3", or 1:10 and 1:5) as required. Indicate key conditions.

- a. Window types: divisions, pattern, mullion profiles, vent detail, glazing type, jamb/head, plan section
- b. Interior partition types (typical only; keyed to plans and schedules)
- c. Built-in furniture items, reception desks, work tops, counters, cabinet types, display cases, recesses, wardrobes, millwork, etc.

5. Reflected Ceiling Plans – including lighting fixture locations, soffits, coves, furrings, skylight locations (if applicable), ceiling materials, acoustic treatments, relationship with partitions, Interface with window details, heating and ventilating register, diffuser locations, sprinklers, etc.

6. Schedules - Schedules to be non-repetitive and comprehensive, with specific keying to floor plans and elevations. They must include interior finishes.
7. Specifications - Materials, and systems descriptions in tune with the drawings. Use CSI format with applicable section numbers. Include all consultant portions as well as those special and supplementary conditions specific to the project.
8. Cost Estimate - Updated Estimate of Construction Cost for the base building and tenant fit-out.

STRUCTURAL DESIGN DEVELOPMENT SET

Structural plans, details, schedules and specifications

MECHANICAL/ELECTRICAL DESIGN DEVELOPMENT SET

1. Typical floor plans. Systems representation, major items of equipment indicated, their space requirements and interface requirements with other systems. Indicate: major shafts (sizes), chases, mechanical rooms and electric closets, Convect/fan coil locations, etc.
2. Terminal plans (lobby, cellar, roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated:
 - a. Boiler/heaters spaces (indicated clear height requirements)
 - b. Transformer vaults (approval obtained from local utility company)
 - c. Switchgear, emergency generator, water storage tanks, fire pumps, etc.
 - d. Roof cooling towers, major air conditioning, and air handling equipment, packaged units, etc.
3. Locations of major roof air-handling equipment: cooling towers, exhaust fans, etc.
4. Preliminary details of major and unique conditions that affect scheme.

C. CONSTRUCTION DOCUMENTS (CDs):

1) 100% Submittal

- A. (a) The Lessor shall incorporate all of the Government's 75% comments into the construction drawings, specifications, calculations and related documents, or if such comments are not incorporated, shall respond in writing. The CDs shall include all building elements, including but not limited to, architectural, mechanical, electrical, plumbing, fire safety, lighting and structural. At Pre-Final design, the Offeror shall provide one, 24" by 36" color rendering, professionally rendered, matted and framed and eight 10" x 13" photos of the color renderings and negative and/or digital files for the photos, and any other elements of the work required to make the project complete. CDs shall also include all applicable specifications. The resulting product shall reflect requirements which are substantially the same as those approved at the submission. The CDs shall be of sufficient detail to obtain all necessary permits, and to competitively bid the construction work.
- (b) A refined Cost Estimate shall accompany CD submission, and shall reflect Government comments and concerns to the Budget and to Cost Estimates from previous design submissions. This shall include both the Base Building and the Fit-Out work.
- (c) the Lessor shall include a revised LEED™ scorecard and narrative as well as a description and reasons for any changes from the previous LEED™ scorecard submittal. Final system(s) commissioning plan (further defined in the MECHANICAL, ELECTRICAL, PLUMBING: GENERAL paragraph) and construction IAQ plan (further defined in the GENERAL ARCHITECTURE: INDOOR AIR QUALITY DURING CONSTRUCTION paragraph) shall be submitted for review with the 100% CDs.
2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Offeror's design development drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design drawings within 15 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 15 working days to cure all noted defects before returning the design drawings to the Government for a subsequent review. Upon approval of the design drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space.

D. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Offeror shall complete Tenant Improvements within 120 working days of receiving the notice to proceed from the Government. The Offeror shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment and furniture. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Offeror the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. ACCEPTANCE OF SPACE:

Fifteen days prior to the completion of interior construction, the Offeror shall issue written notice to the Government to inspect the space. The Government shall have fifteen working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Offeror's space as not substantially complete as defined herein, the Offeror shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. before the Government will accept space, the Offeror shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy.

RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the lease agreement. All rental amounts shall be paid by the Government in arrears.

G. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, a Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

3.16 PROGRESS REPORTS

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 7 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc., 5) budget updates and 6) a statement on the data and records collected required for LEED™ silver certification. In addition, at the Government's discretion, the Offeror shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Offeror shall provide minutes of the previous meeting 3 days prior to the next meeting. Such meetings shall be held at a location to be designated by the Government.

3.17 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information that the Contracting Officer may be able to call to the Offeror's attention to prevent costly misdirection of effort. The Offeror shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.
- C. The successful Offeror shall maintain a complete set of updated plans, change orders, etc. onsite during construction of the building.

3.18 DOCUMENTATION AFTER CONSTRUCTION COMPLETION

The following documentation must be provided:

- B. An assessment of the subsoil conditions including the design bearing value and foundation type and capacity. Identify types of soils, bedrock and water depths.
- C. Complete site data including existing grades and finish, design elevations, method of site drainage, location of water, sewage, utility lines, etc.
- D. Complete structural calculations prepared, stamped and signed by a professional engineer licensed in the State of Colorado.
- E. Complete structural framing plan.
- F. Heating and cooling peak load calculations.
- G. HVAC plans and equipment specifications --- HVAC duct layouts, specific HVAC zones, and HVAC zone controls. All dampers including fire dampers and volume control dampers must be shown with ductwork ahead of the distribution terminal indicated in true size; automatic control diagrams showing sequence of operation of equipment; plans showing plumbing layout and fixtures; riser diagrams for waste and vent lines; layout of equipment rooms showing all mechanical equipment; mechanical details; and complete equipment schedules. All HVAC calculations shall be provided to show the equipment to be installed can meet the specifications for the building.

- H. Electrical plans and equipment specifications --- floor plans showing lighting, power distribution and communication raceway/conduit distribution ; one line diagram of primary and secondary power distribution; circuit and control systems layout of lighting control system; site plan indicating service locations, manholes, ductbanks and site lighting; layout of electrical equipment spaces showing all electrical equipment including elevation of substation transformers and disconnect switches; schedules for switchgear, switchboard, motor control centers, panel boards and unit substations; grounding diagram; elevator control transfer diagram.
- I. Door hardware schedules and specifications.
- J. Room finish schedules and specifications.
- K. Special equipment and miscellaneous systems specifications.
- L. Final dimensioned as built plans, elevations, building sections, and architectural detail drawings.
- M. Building sprinkler systems, hydraulic calculations, and associated drawings.
- N. Other building code analyses and certifications.
- O. All final design calculations not otherwise listed above.
- P. Before the final inspection process, the Offeror must provide evidence of the "bake-out" period, the building permit, and inspection sign-off, final HVAC testing and balancing reports, and occupancy permits. Rent shall commence when the space is accepted by the Government and a valid occupancy permit is received by the Government.

All corrections and updates to the construction documents must be automatically forwarded to the Contracting Officer. For further clarification please consult Exhibit A and B.

3.19 FLOOR PLANS AFTER OCCUPANCY

Within 90 days after occupancy, as-built Mylar reproducible as built full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. In addition, the Offeror shall furnish and otherwise comply with the requirements of Form B, hereto attached and by reference made a part hereof.

3.20 CAD AS-BUILT FLOOR PLANS

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the Mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on a Compact Disk. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA and EPA equipment, if requested by the Contracting Officer.

4.0 GENERAL ARCHITECTURE

4.1 DESIGN REQUIREMENTS

A. BUILDING EXTERIOR DESIGN

1. The design of federal facilities shall demonstrate distinction and quality. The architecture shall reflect the dignity, enterprise, vigor and stability of the United States Government. It shall embody the finest contemporary American architectural thought.
2. The facade of the building shall be of high quality, durable materials and shall be of regionally produced materials, (extracted or produced within 500 miles of the building site). Primary field materials shall be stone, brick, architectural pre-cast concrete, glazed curtain wall or hollow clay masonry. Exterior building finishes must extend below finish grading. The exterior walls of the building shall be made from a limited palette of materials to achieve a simple and elegant appearance. Various textures or colors of the same material or a combination of the above materials may be used to articulate forms and to create contrasts. Accent materials shall be any of the primary field materials (not used as primary field) for 10-25% of the area of the building skin. Secondary materials such as composite building panels and metal wall panels may also be used as accent areas (for not more than 10% of the area of the skin). Durability and maintainability are of prime concern. Materials which need to be field-painted shall not be used for the building exterior. Concrete masonry units, wood, cement board siding, corrugated metal or artificial materials, such as synthetic stucco will not be accepted. Concrete tilt up panels, stucco, and metal pre-engineered buildings are not acceptable. Materials used in the retail spaces shall be consistent with materials used in the office lobby and office tower.
3. Structural requirements for load bearing and non-load-bearing walls are the responsibility of the Offeror's structural engineer. However, it is emphasized that the exterior wall is an architectural element, which shall be designed by an architect, for aesthetic impact. In addition to aesthetic considerations and structural requirements, the following shall be considered in the design of the exterior wall system:
 - a. Blast mitigation and progressive collapse
 - b. Resistance to penetration of moisture
 - c. Provision for thermal expansion and contraction
 - d. Insulating value
 - e. Admittance of natural light and shading from direct solar gain.
 - f. Durability and ease of long-term maintenance
 - g. Fire safety
 - h. Present and future material availability
4. The massing of the building shall be varied and offer architectural relief. No side of the building should be treated as a "back" side. All roof top equipment shall be in an enclosure of the same exterior materials as the rest of the building.
5. The building shall project a professional and aesthetically pleasing appearance, including an attractive, well-defined main entrance. The entry shall include the following features:
 - a. Security bollards, planters or architectural features to meet security requirements.
 - b. Landscaping that accentuates and leads visitors to the entrance.
 - c. Exterior lighting.
 - d. Flagpole
6. The main entrance to the building shall be conveniently located for vehicular and pedestrian traffic. The entrance shall be clearly visible, distinctive and protected from the weather. Approaches to the main entrance shall be well lighted and designed to direct the visitor to the entrance. The approach to the entrance shall be easily accessible for persons using a wheelchair. Both daytime and nighttime conditions shall be considered in the design.
8. Office space shall have the maximum horizontal area of window possible in each exterior bay.
9. The Contracting Officer will determine the aesthetic acceptability of the building.
10. Roof design shall reduce heat islands, (thermal gradient differences between developed and undeveloped areas), to minimize impact on microclimate and human habitat. Use Energy Star compliant, (highly reflective) and high emissivity roofing, (emissivity of at least 0.9 when tested in accordance with ASTM 408) for a minimum of 75% of the roof surface; or install a "green (vegetated) roof for at least 50% of the roof area.
11. The building must have a weather tight, low maintenance roof installation meeting the requirements of the National Roofing Contractors Association publication NCRA Roofing and Waterproofing Manual, as well as ASHRAE 90.1-1989, and appropriate to the building(s) as designed. If mechanical equipment is to be installed on the roof, it shall be elevated therefrom, and shall be screened from view by screen walls matching, or complementary to, the principal exterior walls. Rooftop walkways to provide access to equipment for maintenance shall be provided.
 - a. The roof design should allow for proper drainage. Retention of water is not permitted, and the roof, or roof structure, shall be sloped to drainage points. Refer to Exhibit B for detailed requirements.

- b. Where appropriate, consideration should be given to the use of skylights and/or atria in

order to introduce natural light into interior spaces. If used, these elements should be carefully designed to avoid excessive heat gain or loss, or water penetration and to permit cleaning and maintenance.

12. Election of materials and the detailing of the exterior walls should provide an energy efficient envelope, complying at a minimum with ASHRAE 90.1-1989.

B. BUILDING INTERIOR DESIGN

1. Building interiors shall express quality of permanence and elegance similar to the exterior and provide a graceful introduction for the public as they conduct business with agencies of the Federal Government.
2. Vestibules shall be provided at primary and public entrances with walk off mats. Vestibules shall not be included in the BOMA usable square footage figure. The main entrance shall have a combination of revolving door or automatic handicap accessible doors and pivot manual doors. . In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. Interior main corridor fire doors shall be on magnetic hold opens.
3. The entrance lobby shall be the focal point of the building. It shall be a landmark to which all other spaces in the facility relate. The lobby shall be an extension of the exterior of the building, and point of transition to the interior spaces. The lobby shall have high levels of visibility and public use, which warrants the highest degree of visual detail and finish. Materials shall be long lived and age well. Both the lobby floor and walls shall be finished with durable materials. Floor materials may include slip resistant tiles, stone, or terrazzo. Carpet accents may be used in special locations, such as seating areas. Wall materials may include vinyl wall fabric, wood paneling, gypsum plaster, gypsum board (with reveals), textured acrylic coatings and other durable materials used at the exterior of the building. Ceilings shall be gypsum board with relief. The primary lobby size shall be 5% or more of the ground floor gross area. The lobby shall incorporate and maximize daylight. The Lobby shall include the following features:
 - a. Security/information desk
 - b. Metal detection area (equipment NIC) at a location near the main entry door
 - c. Seating area (with carpet floor)
 - d. Built-in interior landscaping
 - e. Directory and signage
 - f. Indirect ambient and decorative accent lighting.
 - g. Fire annunciation panel

- C. Design of the project will be subject to peer professional review, both from within the Environmental Protection Agency and the General Services Administration.

1. The use of sun control or shading devices to minimize heat gain and conserve energy is an appropriate design strategy.
2. The Offeror shall provide two Material boards for both proposed exterior materials and proposed lobby materials. The Material Boards shall be composed of actual material samples and color coded plans and sections showing their use.

4.2 CONSTRUCTION WASTE MANAGEMENT

- A. Reuse and recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will reuse or employ these materials or wastes in the production of new materials or processes. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a waste management plan on how the Lessor proposes to reuse, dispose of or recycle construction waste. The contracting officer and EPA are to approve this plan. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Offeror/Lessor shall recycle at a minimum the following items during demolition, construction, and any future renovations under the terms of the lease, subject to availability of recycling facilities and economic evaluation.
1. ceiling grid and tile
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
 3. duct work and HVAC equipment
 4. wiring and electrical equipment
 5. aluminum and/or steel doors and frames
 6. hardware
 7. drywall
 8. steel studs
 9. carpet, carpet backing, and carpet padding
 10. wood
 11. insulation
 12. cardboard packaging
 13. pallets
 14. windows and glazing materials

15. all miscellaneous metals (as in steel support frames for filing equipment) and
 16. all other finish and construction materials.
 17. Land clearing debris
 18. Wood composite materials, such as plywood, OSB and particle board
 19. Concrete masonry units
 20. Bricks, concrete and asphaltic concrete
 21. Paint; and plastic film (including high density polyethylene).
- D. If any waste materials encountered during the construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Offeror shall provide continuous facilities for the recycling of incidental construction waste during the initial construction and any subsequent alterations under the lease.
- F. Construction, demolition and renovation recycling and disposal records shall be accessible to the Contracting Officer and EPA Facility Manager. Records shall be submitted to the CO monthly with a final report at the conclusion of any construction work. The reports shall include date of disposal, quantity by weight of each of the materials reused, recycled or deposited in a landfill, identification of hazardous wastes and method of hazardous waste disposal.

4.3 INDOOR AIR QUALITY DURING CONSTRUCTION

- A. The Offeror shall provide to the Government (GSA Contracting Officer and EPA Designee) for their review and approval 2 copies of the material data sheets of the following items prior to their purchase, installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products. All paints and coatings shall meet the latest requirements for VOC and chemical components of the Green Seal standard for paints (GS-11), as further defined in the SPECIAL REQUIREMENTS: BUILDING MATERIAL EMISSION LEVEL REQUIREMENTS paragraph.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Offeror and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Offeror shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) e.g. paints, sealants and coatings are to be installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Offeror shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of two weeks shall be provided before occupancy with 100% outside air for the first 72 hours and normal design condition ventilation for the balance of the duration of two weeks. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.
- G. The Offeror shall submit a Construction IAQ Management Plan for construction during pre-occupancy and occupied conditions with the offer. The plan and implementation shall comply with SMACNA 1995 Guideline for Occupied Buildings Under Construction (for source control, pathway interruption and housekeeping) and include all Materials Safety Data Sheets (MSDS) with compliance guidelines to follow for all applicable OSHA requirements. Sequence installation of wet products before absorptive products. Protect all on-site absorptive materials from moisture damage and dust infiltration. Any wet drywall, installed or not, must be removed and disposed within 24 hours due to occupant health risks from potential mold growth. Replace filtration media immediately prior to occupancy. Filtration media used during and after construction shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999.

4.4 SPACE EFFICIENCY

- A. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.
1. The fixed building elements are to be organized into one or more building cores. Typically, such cores will contain the passenger elevators and lobby, a service elevator and service lobby, men's and women's toilet rooms, fire egress stairs, a janitors' closet, electrical and telecommunications closets, a mechanical equipment room, and shafts for air and for other vertical services.
 2. The core(s) should be planned so as to provide maximum efficiency of space use. Circulation around the core should be simple and direct, so that visitors can easily find their way around the floor, and so that floor occupants can travel by a direct route to elevators, stairs, and toilet rooms.

3. An arrangement of corridors, lobbies, and stairs that provides for a safe and orderly exit in the event of emergency and also allows for controlled and secure access to work areas is required. A simple and consistent circulation pattern that repeats from floor to floor will permit development of a generic space layout that eases way-finding for staff and visitors.

4.5 WINDOWS

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer. The use of natural but controlled day lighting should be maximized without compromising energy conservation objectives. Day lighting elements such as, windows, skylights and clerestories are encouraged in the building design. Size and placement of these elements shall be designed to minimize solar gains during peak load periods. In addition, windows shall be double glazed, incorporate low E or superior smart glazing options, insulated, and include shading devices sized to allow maximum day lighting with minimal solar gain.
- B. All windows shall be weather-tight. Air infiltration shall not exceed 300 cubic cm per second per lineal meter of window perimeter at a static pressure of 0.3 kPa, in accordance with ASTM E263. Glazing shall be insulating type, installed in thermally broken frames. Operable windows shall be equipped with locks.
- C. Window Sills shall be constructed of a hard, durable material that is a non-porous surface. Gypsum Board is not acceptable.

4.6 FLOORS AND FLOOR LOAD

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0 inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level.

Live load capacities in office areas shall be a minimum of 100 pounds per BOMA/ANSI Office Area square foot (80 lb/sf live load and 20 lb/sf partition load), and in no case shall it be less than current code requirements. Where areas are designated for use as filing or library stack space, the capacity shall be a minimum of 150 pounds per BOMA/ANSI Office Area square foot; in areas used for high-density filing the capacity shall be a minimum of 250 pounds per BOMA/ANSI Office Area square foot (see the Program of Requirements Exhibit A for areas with these requirements). In no case shall less than 20% of each floor be designed for 150 pounds per BOMA/ANSI Office Area square foot to allow for possible future use as library/file space. Such additional reinforced area shall be located near the interior core, but shall not be located in bays used for interior service space such as toilet rooms, stairs, mechanical rooms, etc. A report showing the floor load capacity by a registered professional engineer shall be required. Calculations and structural drawings may also be required at no cost to the Government.

4.7 ENERGY COST SAVINGS

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 14 months after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

4.8 LANDSCAPING

- A. The site shall be landscaped for low maintenance xeriscaping requiring minimal or no use of fertilizers, pesticides, herbicides and potable water considering green roofs, drip irrigation, harvested rainwater (if allowed by local regulations), and plants that are either native or well adapted to local growing conditions. The successful Offeror shall submit a landscaping plan for the entire property within 180 days after award.
- B. Landscape management practices shall prevent pollution by:
 1. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates;
 2. Minimizing the use of pesticides and, in situations no viable alternatives to the use of pesticides exist, using low toxicity pesticides and application techniques that minimize risks for human health and environment; and
 3. Composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

4.9 SERVICE AREAS

- A. The building shall contain a shared loading dock area accessible from street level to delivery traffic. Loading docks and loading dock access shall be sized to accommodate the total building population with at least 2 truck bays, 1 of which should be large enough to accommodate an 18-wheel truck. There shall be sufficient area to allow for the unloading of bulk and oversize shipments, with overhead doors separating the unloading areas from the truck bays. There shall be a short and direct route from the loading dock area to the building's freight elevator(s).
- B. The building shall have a recycling and trash collection area. This area should be large enough to accommodate the amount of waste / recycling produced by the entire building. At this time, the EPA anticipates recycling high-grade paper (bond paper, computer paper, color paper, bulk mail, etc.), low-grade paper (newsprint, ground wood paper, etc.), corrugated cardboard, glass (all kinds), aluminum and metal, plastic (numbers 1&2 only). A cardboard bailer shall be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES)

- A. The Offeror shall be required to have a Construction Recycling Plan (prior to construction) and Final Compliance Report (at construction completion) which reports their compliance with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976; their use of recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency in the Comprehensive Procurement Guideline (CPG), 40 CFR Part 247, and its accompanying Recovered Material Advisory Notices (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at www.epa.gov/cpg/products.htm.
- B. During construction, the Offeror shall provide quarterly summary reports (detailing the items, total quantities used or why products were not used) to GSA and EPA building management on items bought under contract for the building using these guidelines for recycled and post consumer recycled content.
After occupancy the Offeror shall report annually to GSA on items with recycled and post consumer recycled content used by the operations activities in the building.
- C. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
 1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS

- A. The Offeror shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epg. In general, environmentally preferable products and materials do one or more of the following:
 1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 INTERIOR LAYOUT AND FINISHES

- A. All required finish selection samples shall be provided within 10 days of the request for such by the Contracting Officer (request to occur after acceptance of the design development drawings). GSA shall deliver design intent drawings and necessary finish selections to the Lessor after receipt of plans and samples. All building finishes shall be for first class, modern space.

5.4 INTERIOR LAYOUT, FINISHES, AND COLORBOARDS

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 2 color schemes for at least five (5) different areas of the building to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, floor coverings, window treatments, laminates, and sheet flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 21 days of the request for such by the Contracting Officer (request to occur after acceptance of the design intent drawings). The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency, a selection of **ONE** color board shall be made within 10 working days, and unless otherwise specified prior to lease award, the Offeror may assume that **ONE** color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.5 WOOD PRODUCTS

- A. New installations of wood products used under this contract shall not contain wood from endangered and restricted woods as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site (www.cites.org/). All finish and trim woods utilized under this lease will be limited to oak, pine and poplar species harvested and procured within the United States and/or Canada from lumber providers certified as practicing sustainable forest management by organizations accredited by the Forest Stewardship Council (www.fscus.org). All other wood products, veneer, concrete formwork, etc., utilized under this SFO shall not contain any endangered wood species as listed by the Woodworker's Alliance for Rainforest Protection (WARP), or the Convention on International Trade and Endangered Species (CITES). Reference is made to the preference of sustainably harvested woods as stated in Exhibit B, section 06400 – ARCHITECTURAL WOODWORK. The Offeror shall submit contractor documentation (invoices and certificates) from lumber or door manufacturer sources that products are certified.
- B. Particleboard, strawboard, bamboo, and plywood materials used under this contract shall not contain urea formaldehyde in the bonding agents.

C. Lumber and wood products for interior or exterior use shall not contain arsenic pressure treatment.

5.6 JOINT COMPOUNDS, CAULKS, ADHESIVES AND SEALANTS

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content (acceptable VOC levels further defined in the SPECIAL REQUIREMENTS: BUILDING MATERIAL EMISSION LEVEL REQUIREMENTS paragraph) and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

The Offeror shall provide Material Safety Data Sheets (MSDS) for all caulks, adhesives and sealants for review by GSA and EPA Technical Representatives. Where joint compounds, caulks, adhesives or sealants do not provide the adequate performance; contact the contracting officer for approval of substitute products.

5.7 INSULATION: THERMAL, ACOUSTIC, AND HVAC

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.8 CEILINGS

- A. Ceilings shall be at least 9feet, 0inches and no more than 12 feet, 0inches measured from floor to the lowest obstruction. Finished ceiling heights greater than 9'-0" are required in certain special spaces (see the attached program of requirements), and in the entry lobby area. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures that impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Space within the ceiling cavity should be sufficient (in no case less than 18") to provide ample room for the necessary services without the need for bulkheads and beam breaks.
- C. Ceilings in typical office areas are to be 24"x24" acoustical tile in an exposed grid suspension system or alternate approved by the EPA, providing 75% light reflectance. Suspended drywall ceilings should be used in selected locations such as lobbies and large conference rooms where a special design treatment is appropriate.
- D. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.80 for open office areas, 0.75 – 0.85 for conference rooms, and 0.55 – 0.65 for enclosed offices. Prior to closing the ceiling, the Offeror shall coordinate with the Government for the installation of any items above the ceiling.
- E. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- F. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer.
 - 1. *Restrooms*. Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms*. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer.
 - 3. *Corridors and Eating/Galley Areas*. Plaster or pointed and taped gypsum board or mineral acoustical tile.
- G. All acoustical ceiling tile shall have a minimum recycled content of 80% and meet the EPA's comprehensive procurement guidelines, unless a product is not available that meets the other specifications contained in this SFO.

5.9 WALL COVERINGS

A. BUILDING SHELL AND TENANT IMPROVEMENTS:

- 1. *Physical Requirements*.
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile as specified in Exhibit B, Technical Specifications and 2) low or zero VOC interior paint and non-chlorine based wall covering products will be used. (Further defined in the ARCHITECTURAL FINISHES: PAINTING paragraph).
 - b. All areas shall be low VOC interior paint and/or non-chlorine based wall covering. (Further defined in the ARCHITECTURAL FINISHES: PAINTING paragraph).
 - c. All ceramic tiles shall have a minimum recycled content of 50%.

2. *Replacement.*

All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

SAMPLES

The Lessor shall provide at least 3 samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.10 PAINTING

A. BUILDING SHELL AND TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy all surfaces designated by GSA in both shell and tenant areas for painting shall be newly painted in colors acceptable to GSA. All painted surfaces, including partitioning installed by the Government or Offeror after Government occupancy must be repainted after working hours at the Offeror's expense at least every 4 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years. All painting will be done after hours and in coordination with the EPA Facility Manager.
2. Exterior walls and interior core walls within the Government-demised area shall be spackled and prime painted with a low or zero VOC primer (See Section 10.3 for maximum acceptable VOC levels) prior to Tenant Improvements, then the Offeror shall repaint during Tenant Improvements.
3. Where feasible, reprocessed or consolidated latex paint with zero or low VOC content shall be used in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer and EPA Facility Manager and shall meet the Green Seal emissions criteria. The Offeror shall follow manufacturer's recommendations for the application and maintenance of all paint products.

5.11 DOORS: EXTERIOR

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 36" wide x 96" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.
3. At the buildings main entrance, Lessor shall provide revolving entrance doors, (as indicated in Exhibit B, Section 08470, and flush mounted walk off mats.

5.12 DOORS: SUITE ENTRY

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 36" wide x 96" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a low or no VOC semi-gloss latex paint in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer and Tenant Representative and shall meet the Green Seal emissions criteria. The Offeror shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

5.13 DOORS: INTERIOR

Doors within the Government-demised area shall be provided as part of the Tenant Improvements Perspective rendering: at Pre-Final design, the Offeror shall provide one, 24" by 36" color renderings, professionally rendered, matted and framed and four 10" x 13" photos of the color renderings and negative and/or digital files for the photos. and shall have a minimum clear opening of 36" wide x 96" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low or no VOC semi-gloss latex paint in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer and Tenant Representative and shall meet the Green Seal emissions criteria. The Offeror shall follow the manufacturer's recommendations for the application and maintenance of all paint products. Hollow core wood doors are not acceptable.

5.14 DOORS: HARDWARE

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors. At least one set of restrooms on each floor shall be equipped

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.15 DOORS: IDENTIFICATION

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense. The Lessor shall select signage with recycled content conforming to EPA's CPG.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to suite entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.16 PARTITIONS: GENERAL

BUILDING SHELL:

All gypsum wallboard utilized for new partitions or wall surfaces shall have face paper with 100% recycled (pre- and post-consumer) content. To the extent feasible, without sacrificing functional or price performance, use wallboard containing recovered gypsum filler material. All wallboard shall be equivalent to standard, commercial grade, locally available products and shall comply with and be used in accordance with all applicable ANSI/ASTM standards. Use low or zero VOC latex paint in accordance with EPA's CPG, acceptable to GSA Contracting Officer and EPA Tenant Representative, and rubber base with recycled content to the maximum extent feasible. The Offeror shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

Finishes are to be durable and easily maintained, and wall surfaces should be protected from damage by rolling carts with corner guards.

5.17 PARTITIONS: PERMANENT

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.18 PARTITIONS: SUBDIVIDING

A. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided as a TI expense. Partitioning shall extend from the finished floor to the finished ceiling unless otherwise specified and shall be designed to provide a sound transmission class (STC) as noted in the ACOUSTICAL REQUIREMENTS portion of this section. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

5.19 FLOOR COVERING AND PERIMETERS

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be marble, granite, terrazzo, linoleum or other rapidly renewable material, or an equivalent pre-approved by the Contracting Officer.

2. Floor perimeters at partitions shall have a base of wood, rubber, marble, or an equivalent pre-approved by the Contracting Officer. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry- tile shall be used in all toilet rooms and janitor's closets unless another material covering is pre-approved by the Contracting Officer. All ceramic tile shall have a minimum of 50% recycled content.
3. Service areas such as copy rooms, storage rooms, pantries, telecommunications rooms, etc., shall have resilient tile or sheet flooring of linoleum or other rapidly renewable material.
4. Loading docks and receiving areas, warehouse space, and similar work areas shall have floor surfaces of broom finished, sealed concrete.

B. CARPET – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture; or
 - c. Tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet tile or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber or an equivalent pre-approved by the Contracting Officer.
2. If the Government requires restrooms and/or shower rooms, floor covering shall be terrazzo, glazed ceramic tile, and/or non slip quarry tile. All ceramic tile shall have a minimum of 50% recycled content.

D. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

E. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 5 different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

5.20 CARPET: BROADLOOM

The offeror **shall not** use broadloom carpet within EPA tenant or public space.

5.21 CARPET TILE

Office areas and conference rooms – any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin. Fiber should be 100 percent solution-dyed nylon.
2. *Environmental Requirements.* All carpet installed shall conform to the State of California Emission Guidelines. The Offeror shall use carpet tiles that meets the "Green Label" requirements of the Carpet and Rug Institute, using the greatest percentage of post consumer recycled content feasible. At a minimum the carpet face yarn shall be 100% recyclable nylon with 25% recycled content, and a 100% recyclable thermo-plastic backing with 25% recycled content. 2) Carpet manufacturer's standard microbial, stain resistant/soil repellent treatment shall be factory applied. 3) The Offeror shall recycle any carpet that is removed from the building. Recycling means putting the carpet back into the product-manufacturing stream, not incineration. The Offeror shall use carpet manufacturer that increases opportunity for reuse/and or recycling to the maximum extent feasible. If carpet is leased, the supplier shall take back their products at the end of life for reuse and/or recycle. The Offeror must handle carpet per manufacturer guidelines, if carpet destined for recycling or refurbishment by the manufacturer. If the carpet is not given to the manufacturer for recycling, the carpet must enter a recovery process that is recognized by the carpet industry's Carpet America Recovery Effort organization. 4) The manufacturer warranty shall be 15 years or greater. As a condition of acceptance of the building and tenant spaces, the Offeror shall submit a written warranty executed by the carpet manufacturer and installer agreeing to repair or replace carpet that does not meet requirements or that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination. 5) All carpet products including floor covering adhesives shall comply with the requirements of the Carpet and Rug Institute Indoor Air Green Label Testing Program. 6) The Offeror shall provide a schedule acceptable to the Contracting Officer and EPA Tenant Representative for cleaning carpets to retain their maximum life.
3. *Carpet Pile Construction.* Carpet pile construction for offices should be a commercial grade product that meet the heavy traffic class II minimum, patterned, 18" x 18", tufted dense level loop, 12 gauge yarn ends per one inch, primary backing of reinforced composite, free of 4 PC and containing recycled content material to the maximum extent feasible. Carpet pile

construction for Conference Rooms shall be a patterned or unpatterned, 18" x 18" tufted textured tip-sheared loop, 10 yarn ends per one inch, primary backing of woven synthetic resin, free of 4 PC, containing recycled content material to the maximum extent possible.

4. *Pile Weight.* Pile weight shall be a minimum of 28 ounces per square yard for tufted dense multi level loop and tufted textured tip-sheared loop.
5. *Secondary Back.* Secondary backing for Office Areas shall be a reinforced composite; free of 4 PC and chlorine based chemicals, and contain recycled content material to the maximum extent feasible. Secondary Backing for Conference Rooms shall be synthetic resin, free of 4 PC and contain recycled content material to the maximum extent feasible.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be ¼ inch for finished carpet. The combined thickness of the pile, cushion, and backing height shall not exceed ½ inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt at 20% RH and 21 degrees Celsius using step and scuff test with neolite and leather soles. Prior to performing test ensure carpet has been cleaned of applied surface finishes.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
11. *Colorfastness to Light.* Colorfastness to light of carpet shall have a minimum rating of 4.0 on AATCC gray scale after 60 hours of continuous exposure per AATCC 16E with Xenon arc light source.
12. *Dimensional Stability.* The maximum change shall be 0.15 percent per ISO 2551.
13. *Anti-microbial.* Per AATCC 174 Part II test results shall have a minimum 90 percent reduction of Gram positive and negative bacteria. Part II, no growth on fiber and backing.
14. *Protections.* During storage and handling, carpet shall be delivered to site in wrappings and containers until final lay down. Carpet shall be protected in place from dust and dirt during construction after installation until time of substantial completion.
15. *Adhesive.* Install carpet with a low or no VOC adhesive on a gridded pattern or a self-adhesive backing, in accordance with CRI Green Label guidelines and as approved by the carpet manufacturer.
16. At the end of the installation, the Lessor, as part of the TI cost, shall provide an additional 5% of the amount of tiles installed for the Governments future use.

5.22 CYCLICAL CARPET AND PAINT

A. CARPET:

1. Carpet in Tenant space shall be replaced every 10 years, including moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

B. PAINT:

1. Public areas shall be re-painted every 3 years.
2. Tenant space shall be painted every 4 years at the Lessor's expense, including the moving and returning of furnishings.

D. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when it has curls, upturned edges, or other noticeable variations in texture. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

5.23 ACOUSTICAL REQUIREMENTS

A. BUILDING SHELL:

1. The building construction system should isolate noise from traffic and other outdoor sources. Building systems components located on the outside, e.g. cooling towers, power generators, exhaust fans, should include appropriate noise control measures to comply with levels discussed in this section.
2. The structural floor slabs of spaces housing equipment and pipes shall be designed with sufficient mass to avoid structure-borne noise transmission and control airborne noise transmission to adjacent spaces. All rotating/reciprocating/vibrating mechanical equipment shall be provided with appropriate vibration isolation. All piping connected to such equipment shall also be vibration-isolated from the building structure within mechanical rooms and for a distance of 50' from the equipment, whichever is greater.

3. *Ambiant Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
4. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 50
 - b. Offices NIC 35
5. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.24 WINDOW COVERINGS

TENANT IMPROVEMENT INFORMATION:

Window Blinds. All exterior windows shall be equipped with window blinds in new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer. All black out window shades as specified by the Government shall be motorized, flat roller, black-out fabric. All switches, sun sensors, timers and group controls shall be manufacturers' standard items.

5.25 BUILDING DIRECTORY

BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government departments, service centers and must be acceptable to the Contracting Officer.

5.26 FLAG POLE

BUILDING SHELL:

A flag pole shall be provided by the Lessor at a location to be approved by the Contracting Officer. The flag will be provided by the Government.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL-BUILDING SHELL/SYSTEMS AND COMMISSIONING

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed duct piping, and conduits are not permitted in office space.

The successful Offeror shall provide the services of an independent Commissioning Agent to evaluate and oversee the quality control, performance, and operation of the facility's systems from design, through construction, to occupancy. The Offeror shall submit to the Government in the proposal commissioning plans from three independent commissioning agents. The Government will review the commissioning plans and select one of them for this project. The Offeror shall bear the sole costs associated with the commissioning agent's activities, responsibilities, and obligations. Each plan should address all building systems based upon the Offeror's proposed design document to the Government and in accordance with the ASHRAE Guideline 1-1996 (or latest version) and Building Commissioning Guide Version 2.2 sponsored by the General Services Administration and the Department of Energy (these documents will be provided by the Government). Acceptance of the Commissioning Agent's findings, determinations, and reports will be used as a basis for the Government's acceptance of the building. The Offeror shall submit a copy of all commissioning agent's reports to the Government.

B. SYSTEMS COMMISSIONING:

1. Complete commissioning of the building spanning the entire design, construction, and occupancy of the building will be provided.
 - a. A Commissioning Authority (CA), an individual/firm that is independent from the architect, engineers, and contractors, must be engaged from design inception until one year after substantial completion.
 - b. The CA will review the construction documents at each stage of the design to ensure that they implement the requirements of this document. The CA will ensure that commissioning requirements are integrated into the construction documents.
2. The CA will review the construction process to ensure compliance with the intent of this document and the construction documents.
3. The CA will prepare a recommissioning manual for the building to deliver to the owner at the end of the warranty period.
4. The CA will visit the site prior to the end of the warranty period, interview facility staff, and review the maintenance and operation of building systems to identify any problems or concerns with the operation of the building. The CA will verify that any problems covered by warranty have been properly addressed by the contractor prior to the end of the warranty period.
5. The CA reports shall be provided to the Government at the same time as provided to the Lessor.

6.2 ENERGY COST SAVINGS

- A. For new facilities, energy efficiency level of performance shall at a minimum rate 30% better than ASHRAE/IESNA Standard 90.1-1999 for this type of facility. The energy efficiency shall be measured through Energy Plus modeling with assumptions and data inputs that will provide concurrent analysis and modeling of building energy loads, systems, equipment plant and costs, done in 15 minute intervals. The model shall be supplied by the Offeror to the Government at design development delivery in an electronic format for independent verification.
- B. The successful Offeror shall provide a plan to the Contracting Officer showing how it will achieve the Energy Star label and a description of the procedures to maintain the rating including life cycle cost effective measures to reduce energy consumption per gross square foot of the leased space.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.
- D. The Offeror shall use premium motors paired with variable frequency drives for variable air volume, HVAC fans, cooling tower fans, and circulating water pump.

6.3 DRINKING FOUNTAINS

BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance. Solder and flux in joining potable water supply piping and domestic water pipe or pipe fittings shall not contribute to lead in the water supply. The Offeror shall meet or exceed standards set forth in EPA's "Lead in Drinking Water Standards for School, and Non-Residential Building," EPA publication 812-B-94-002, April 1994. At least 50% of the drinking fountains shall comply with the ADAAG standards for accessibility.

6.4 TOILET ROOMS

BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 150 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (temperature set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:
 - a. a mirror above the lavatory;
 - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
 - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the

- lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. a disposable toilet seat cover dispenser; and
- g. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.
- h. separation panels between urinals.
- i. Toilet partitions shall be made from recycled materials as listed in EPA's CPG.

6.5 JANITOR CLOSETS

BUILDING SHELL:

Janitors' closets should be located centrally on each floor, preferably near the toilet rooms, and shall include hot and cold water, a service sink, a wall-mounted mop rack, and wall shelving for the storage of cleaning supplies. Such closets should be at least 20 sf in area. The location of the janitor closets should be stacked from floor to floor. Each janitor closet door shall be fitted with a keyed lock.

6.6 HEATING AND AIR CONDITIONING

A. BUILDING SHELL:

1. The Offeror shall comply with ASHRAE Standard 55-1992, Addenda 1995 for thermal and humidity comfort standards. Unless otherwise noted, the HVAC system shall maintain a temperature of 75°F, +/- 2°; 72°F, +/- 2° during occupied hours.. During unoccupied hours temperatures can range between 60°F and 85°F/- except as otherwise noted. Electrical closets shall be adequately ventilated or cooled to maintain temperature in the space below 85°F at all times. Small rooms containing telecommunication, security, and/or computer equipment shall be provided with an independent 24-hour cooling/ventilation system to maintain temperature and humidity in the space at 75°F +/- 2° and 40% RH +/- 10%. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. Simultaneous heating and cooling are not permitted within the same control zone.
3. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
4. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. For the purpose of preliminary design, it should be assumed that 100% of offices and workstation will be equipped with one computer. Each computer may be assumed to generate about 500 BTU/hr. Assume 1 printer for every 10 computers with a heat load of 2000 BTU/hr. Copiers can be assumed to produce 4,000 BTU/hr. Beyond preliminary design actual equipment counts and heat loads will be required to be part of the design calculations.
5. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
6. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place during remodeling shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
7. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
8. The Offeror shall provide a fully functional and integrated building automation system and energy management control system (EMCS) to control, regulate and monitor all facility environmental (HVAC, plumbing, lighting and power), transportation (elevators and escalators), fire (alarm and equipment overrides) and security (exterior and public spaces) systems. Provide the Government over the life of the lease a "read only" access into a computer-based graphical user interface for data reporting/collection and alarm/set point communication. The building automation system "read only" interface should report estimated peak KWHR demand and estimated BTU use for previous day. The Offeror shall provide to GSA quarterly energy utilization reports of the entire building or portion housing EPA. The report shall include quarterly energy bills, estimates of EPA energy use and BTU use and its share of common area energy use if a multi-tenant building.

TENANT IMPROVEMENT INFORMATION:

Zone Control:

Temperature controls at a minimum shall be provided as follows: Individual control in all Senior Management Office spaces; In all other enclosed offices, no more than 3 offices shall be controlled by a single thermostat or other control device; In open office areas, no more than 1,500 sf of office area can be controlled by a single thermostat or other control device; Controls shall be provided so that temperature and humidity requirements are maintained throughout the facility (i.e., no "dead zones," "hot spots," etc.). Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. The attached program of requirements includes a list of spaces requiring separate zone control. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.7 VENTILATION

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Ventilation shall be provided at 20 cfm per person.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. The facility shall prohibit smoking indoors and at least 50'-0" from any entrance or outside air intakes. The Offeror shall provide demand control ventilation in high occupancy locations, complete with CO2 sensors for interior and exterior measurements, integrated within the building automation system, with performance as outlined in the SAFETY AND ENVIRONMENTAL MANAGEMENT: INDOOR AIR QUALITY section.
- D. The Offeror shall provide ventilation system, with design calculations for Government review, that achieves an air-change effectiveness of E=0.9 or better (per ASHRAE ventilation standard).
- E. Air intakes for ventilation purposes shall be located away from any possible contamination by unauthorized access to cause harm to tenants or adjacent building exhausts, building relief air, plumbing vents, standing water, vehicular exhausts, or similar exhausts or discharges. Air intakes for ventilation purposes shall be located above the third floor level.

6.8 EXHAUST REQUIREMENTS

The following rooms shall be maintained under a negative pressure relative to surrounding spaces using the noted control method, fully exhausted to the outside with a minimum of 10 air changes per hour. 1) Copy rooms – using occupancy sensors for control 2) Toilet Rooms – integrated with building ventilation control 3) Break Rooms/Pantries or Kitchens – using occupancy sensors for control 4) Battery/Rectifier/UPS Rooms – using thermostats with occupancy sensor override controls 5) Generator Rooms – using thermostats with occupancy sensor override controls – 6) Janitorial Closets – integrated with building ventilation control. See attached Exhibit A, Program Of Requirements, for a list of spaces that require direct exhaust.

6.9 ELECTRICAL: GENERAL

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with a deadlocking latch bolt with a minimum throw of ½ inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits. The incoming service shall include transformers of sufficient capacity to accommodate full design capacity plus an additional 25% spare capacity to allow for future growth. For preliminary design purposes, a demand factor of 100% for lighting and for fixed mechanical loads shall be used, and a demand factor of 75% shall be used for all other loads.
- B. Emergency Stand-by Power: The facility will require one or more emergency generators as mandated by code to provide stand by power to base building life safety equipment, including emergency lights, fire alarm system, fire pumps, etc. In addition, the EPA will require stand-by power to serve various items of mission-specific equipment. These will include such items as security monitoring equipment, some site lighting, some telecommunications systems, some computer systems, and some environmental systems associated with mission-specific installations. The listing of special space requirements from the attached program of requirements identifies those items requiring stand-by power. There will also be some equipment that requires the support of an uninterruptible power supply (UPS) system. Not all equipment requiring stand-by power will be provided with UPS support, and not all UPS-supported equipment will require back-up power. The listing of special space requirements from the attached program of requirements identifies those items requiring UPS support. HVAC requirements will be addressed in the Technical Specifications document, Exhibit B.

6.10 ELECTRICAL: DISTRIBUTION

A. BUILDING SHELL:

- 1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified

and projected loads plus 25 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. The distribution of electrical power from the main switchboards should extend to vertical risers that serve electrical closets (aligned vertically) located in the core at each floor, and from the closets power should be distributed horizontally either through the access floor or (in areas not equipped with access flooring) within the ceiling cavity.

2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per BOMA/ANSI Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.
4. The general power (general receptacles and lighting loads) serving the facility will be differentiated from power to all electronic equipment. Grounding for the latter, though shared between multiple electronic equipment circuits, will not be shared with the general power circuits. For planning purposes, assume each workstation will be fitted with 3 general-purpose 120-V outlets on 2 circuits, and 1 120-V isolated ground outlet. One general-purpose 120-V circuit should be installed with no outlets as a future capacity reserve.
5. Electrical closets (rooms) shall be sized to provide ample room for the racks and equipment, for servicing of the equipment, and to provide for future growth. In addition to what is required for the capacity required elsewhere in this SFO, there should also be two 100 mm capped sleeves for future use, to allow for flexibility.
6. At the main switchboards, provide spare overcurrent devices and bus extension for a 25% spare ampacity. At the motor control centers provide space and capacity for 35% spare ampacity. At the panel boards provide spare breakers for a 25% spare ampacity for lighting panels and 50% spare ampacity for all other panels.
7. The electrical rooms shall be vertically stacked and physically separated from telecommunication equipment rooms and closets. The rooms shall be accessible from public corridors or lobbies and not via any other room.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Computer room and telecommunications wiring closet outlets will be dedicated and clearly marked "computer use only", plus have utility use outlets.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. Use of power poles must be approved by the Contracting Officer.

6.11 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of ½ inch. At no time should a telecommunications closet be located more than 300 cable-feet from any space it is to serve.
2. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA -568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA -570, *Residential and Light Commercial Telecommunications Wiring Standard*,
 - d. TIA/EIA -607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*,
 - e. TIA/EIA -758, *Customer-Owned Outside Plant Telecommunications Standard*,
 - f. Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual
 - g. Building Industry Consulting Services International (BICSI) Customer-Owned Outside Plant Design Manual.
3. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.
4. If offsets are required between any two telecommunications closets, provide a suitable system of conduit, pull boxes and/or cable tray to accommodate riser cables.

5. Provision each telecommunications closet to accommodate vertical and horizontal cable terminations, patching, LAN hubs, switches and similar equipment. No security, Building Management System, fire alarm or other base building panels, cables or equipment shall be housed in the telecommunications closets.
6. Provide each telecommunications closet with 24/7 HVAC and normal, UPS and emergency generator power for technical loads. Dedicated electrical panels shall be provided in each closet.
7. Telecommunications closets should not be located directly adjacent to electrical switchgear, transformers, mechanical equipment rooms, large pumps or other potential sources of electromagnetic interference.
6. Telecommunications closets should not be located adjacent to stairwells, janitor closets, toilet rooms, mechanical rooms, electrical closets, elevator shafts or other elements that would preclude access to, and cable distribution from, the closets.
9. The telecommunications closets shall be a minimum of 100 sf in size, with 36" wide solid core doors secured with key locks or card access.
10. All telecommunications circuits must come from at least two separate, diverse points of entrance into the building. Routing of all incoming circuits should be from non-duplicated cable sources.
11. Each point of entrance for telecommunications circuits used by EPA must be enclosed inside a dedicated slab-to-slab concrete room that has a steel door with hidden hinges and double locks. This room cannot be shared by any other building tenants.

B. TENANT IMPROVEMENT INFORMATION:

Refer to the Technical Specification Exhibit B for detailed distribution cabling requirements. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.12 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit as part of the Tenant Improvement expense. There shall be a minimum of two points of presence of communication lines entering the building on different building shell walls. Each point of presence of communications lines for EPA use must be enclosed in a slab to slab concrete room that will be equipped with a steel door with hidden hinges and double locks. This room cannot be shared by any other building tenants. Refer to the Technical Specification Exhibit B for detailed conduit requirements.

6.13 DATA DISTRIBUTION

TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to ensure that Government-provided cable does not come into contact with suspended ceilings. Two cable trays are required to separate copper cable (e.g. Cat 6, coax, RF) from single-mode and multi-mode fiber. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.14 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE

TENANT IMPROVEMENT INFORMATION:

The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. Sufficient capacity should be provided such that:

1. Each workstation can be fitted with 3 general-purpose 120-V outlets on 2 circuits, and 1 120-V isolated-ground outlet. One general-purpose 120-V circuit should be installed with no outlets as a future capacity reserve.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by an independent Government contractor. - Cable trays shall provide access to both telecommunications data closets and telephone closets so cable runs are at the same starting location on each floor.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. As part of the provisions of this paragraph, the Lessor's electrical contractor shall connect base feeds in the junction boxes to the furniture electrical system and will test all pre-wired receptacles in the systems furniture. This provision also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.15 ADDITIONAL ELECTRICAL CONTROLS

The Offeror shall provide the Government quarterly usage reports of BTU/GSF. Provide complete energy metering to the Government, including aggregated and peak demand, through the integrated building automation system. The Offeror shall provide sub-metering of energy to the Government tenant space in multi-tenanted buildings.

6.16 ELEVATORS

- A. The Lessor shall provide suitable passenger and freight elevator service. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, and MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be immediately accessible to the loading dock areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

Passenger elevators should be located such that no workstation or office is further than 200(?) feet from an elevator. Hoistway entrances shall be center opening, at least 3'-6" wide by 7'-0" high. At least one elevator shall be sized to accommodate a gurney or stretcher and configured to operate independently of the group, when activated by a key switch.

Elevators shall be grouped in banks, with no more than four elevator entries in a row. Elevator lobbies at the main floor (entrance level) shall be finished in materials that carry through and extend the design treatment employed in the main entrance lobby. Elevator lobbies on floors other than the entry level may utilize finishes of lesser cost, but such finishes should be durable and easily maintained. A special design treatment for lighting and ceilings is also warranted. Sprinkler heads in all lobbies shall be concealed.

- B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and activate firefighters service for the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.1 A17.2 and *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems in accordance with A17.1..

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds. VVVF (Variable-voltage variable-frequency motor control) should be provided. The selected computerized controls for elevator operations should be a KBS/AI system capable of learning from actual traffic flow analyses. Its features should include dynamic call allocation, easy reprogramming, and be fully coordinated with the fire protection system. The controls should also be in consonance with pre-determined security measures so that operation of security / alarm devices will initiate automatic elevator motion control procedures with authorized manual override capability. A card-reader system should be integrated to control accessibility after normal operating hours.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Elevator interior finishes shall comply with all rules in A17.1

F. FRIEGHT ELEVATOR:

A freight elevator, separate from the passenger elevators, is to be provided for the moving of furniture, mail, office supplies, trash, and cleaning equipment. There shall be a minimum of one freight elevator dedicated at all times for use by the EPA. The elevator shall be oversized in width, depth and height. It is intended that the freight elevator be located such that it permit close and direct access to the shipping and receiving area(s), and that on the typical office floors, it will open to enclosed service lobbies that will provide temporary holding areas for materials and supplies in transit. If the facility design provides for penthouse(s) for mechanical equipment, such penthouse(s) should be served by the freight elevator(s). These elevators should have electricbi-parting doors and variable voltage control.

Service lobbies should be located in the building core(s), and should provide a floor area at least twice the area of the elevator car platform. Finishes should be durable and easily maintained, and wall surfaces should be protected from damage by rolling carts with wall bumpers and corner guards.

6.17 LIGHTING: INTERIOR, EXTERIOR, AND PARKING

BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. The Lessor shall provide two-tube indirect pendant lighting fixtures (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with low mercury energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas. Shall provide average lighting power density to be below 1.0 watts per square foot. Use natural spectrum compact fluorescents in place of incandescent bulbs for accent and down lighting, and use LED lamps for exit sign luminaries. General office illumination shall be maintained at 50-foot candles (fc) at the work surface from a combination of 30 fc indirect and direct ambient and tenant supplied task lighting sources using high rendering index lamps. Occupancy sensors for all illumination may be reduced in some non-task related areas to 20 fc with Government tenant review and approval.
 - b. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls down to 10% shall be used in atriums and all perimeter spaces, in control zones of 200 sf or less, within 15 ft of windows where daylight can contribute to energy savings.
 - c. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 BOMA/ANSI Office Area square feet of open space shall be controlled by a single occupancy sensor. All occupancy sensors shall have manual switches to override the light control for manual-off only. The capacity of the switch levels (dual switching) from 50% to 100% of intensity shall be provided as indicated herein. Provide 3-way switching for areas with two or more entry points. Timers, dimmers or programmable lighting fixture controls shall be provided in areas where natural light is available and feasible. Control systems are to include controllers and associated devices necessary to the operation of the system. Zones adjacent to all perimeter walls with windows shall be additionally controlled by day lighting sensors coordinated with occupant sensors and connected to light dimmers. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of

2 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The Offeror shall provide automatic turn on/off, photo-electric cell or solar sensor system for exterior lighting if used.

Fluorescent lights typically contain mercury which has adverse environmental impacts. The Offeror must provide low mercury fluorescent lights in fluorescent light fixtures in EPA space. Standard sized Low mercury fluorescent T-8 lamps, under this provision, shall contain less than 3.8 mg of Mercury (Hg) per lamp. All other fluorescent lamps should have low mercury levels. Offeror shall provide an annual report of the number and type of lamps purchased.

6.18 LIGHTNING PROTECTION

The building is to include a complete lightning protection system per NFPA 780 and UL 96.8

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an on site property manager to promptly correct any deficiencies that may occur during the term of the lease.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 6:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

7.4 OVERTIME USAGE

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. Please indicate the cost per hour in your response to this SFO, to provide heating or cooling when requested by the government for any time after the stated hours in Paragraph 7.2. C. If heating or cooling is required on an overtime basis, such services may be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. Costs for services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall prevail.

7.5 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part as a part of the established rental rate.

7.6 Energy Use Reporting

Offeror will report within 45 days of the end of any quarter, energy use by fuel type and quantity for the entire building, and if not totally occupied by the EPA, total building energy use and EPA's share of same. Data shall be sufficient to allow EPA to compute an energy intensity figure of BTU's per square foot. If the building has unusual energy features, including self generation or co-generation facilities, the Offeror and Contracting Officer shall mutually agree on an adequate energy reporting regimen. Quarters end March 31, June 30, September 30, and December 31.

Bills based on readings on or before the 15th of the month are considered to be the energy bill for the previous month, (i.e., a bill based on a March 10th reading would be considered the February bill, a bill based on a March 20th reading would be considered the March bill.)

Reports are to be sent to:

U.S. EPA

Sustainable Facilities Practices Branch

Energy Data Coordinator

1200 Pennsylvania Avenue, N.W., (3204R)

Washington, D. C. 20460

cc: Region 8 – Facilities Manager, TMS-I, and by email to EPA's energy reporting contractor at: epafacil@erg.com

The Government reserves the right to ask for copies of actual energy invoices including usage, billing and demand charge data. This data will be used as part of EPA's extensive energy use and reporting system.

7.7 UTILITIES: SEPARATE FROM RENTAL

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities to be paid for by the Government as part of the cost of TI's. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

7.8 BUILDING OPERATING PLAN

The Offeror shall have a building operator that shall meet the requirements of ISO 14001, an Environmental Management System certified and submit a plan for building operations. The plan should address: purchase and use of green cleaning products; environmental protections and schedules for future repairs, cyclical maintenance and construction in occupied spaces. After building occupancy the Offeror shall conduct all repairs, construction and maintenance using environmentally preferred, low VOC, non-irritating chemicals. Painting shall occur after working hours, with adequate ventilation provided and time for air out of the tenant spaces.

7.9 JANITORIAL SERVICES

- A. Cleaning shall be performed during evening hours.

B. SELECTION OF CLEANING PRODUCTS:

The Offeror shall be required to use cleaning products considered environmentally preferable by the Government in the fulfillment of regular housekeeping duties and requirements. Acceptable products are those which meet the most current edition of the Green Seal GS-37 Standard for General Purpose, Bathroom and Glass Cleaners Used for Industrial and Institutional Purposes, the Green Seal GS-34 Standard for Cleaning/Degreasing Agents, or the City of Santa Monica, California, Custodial Products Bid Specifications. Vendors with products currently meeting at least one of these standards include: The Clean Environment, Rochester Midland, Church and Dwight, Orison or equivalent. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Offeror shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces. Shampoo entrance and elevator carpets.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. *Three Times a Year.* Dust wall surfaces vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
7. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
8. *Annually.* Wash all Venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building, including light fixtures. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
9. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
10. *As Required.* Properly maintain plants and landscaping. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.10 SNOW REMOVAL

Offeror shall provide snow and ice removal services for the Government Monday through Friday (holidays excepted). Parking, dock and all exterior surfaces are to be cleared when the snow accumulation exceeds 2 inches. Sidewalks, walkways and other entrance areas shall be cleared of snow/and or ice regardless of accumulation. Snow removal shall take place no later than 5:00 AM. Should accumulation continue throughout the day, the Offeror, (building manager) is responsible to contact the snow removal contractor to request additional services. In addition to snow removal, the Lessor shall make sure that the walkways, sidewalks and parking areas are free of ice. After ice and snow have generally melted, excess buildup of sand and/or ice melt shall be removed to alleviate any potential slip hazards.

7.11 SCHEDULE OF PERIODIC SERVICES

Within 30 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.12 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced. Landscaping performance shall include any exterior plants or vegetation on the roof.

7.13 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.14 SECURITY

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

The U.S. Department of Justice document titled *Vulnerability Assessment of Federal Facilities* is to be followed. The facility is considered a level IV facility, and shall comply with the minimum security standards applicable to this level. The below listed information is for the Offeror's information as the Government will employ its own contractor for the installation of the security equipment.

Reference is made to the ISC Security Design Criteria, ISC Design Criteria for Site Selection and Security Standards for Leased Space.

B. The minimum standards for a Level 4 Facility according to the Department of Justice are:

1. Full control of all parking areas.
2. Posted towing signs
3. Minimum lighting of 5 foot candles for all parking areas.
4. Emergency lighting and critical systems, (alarms, electrified locks, radio communications and computers), with emergency back up power.
5. Closed circuit TV monitoring with recording systems and posted surveillance signs.
6. Intrusion detection systems with central monitoring.
7. Current life safety standards, (fire detection and suppression systems).
8. High security locks for entrances – exits, occupied spaces and utility access.
9. Visitor control-security screening and accountability systems, including established ID authority.

10. Shatter proof protected windows.
 11. Review of all new construction – renovation plans, including but not limited to, set-backs, blast windows and security standards.
- C. Standards based on facility evaluation:
1. Control of adjacent parking.
 2. Extension of physical perimeter with barriers and parking barriers.
 3. X-ray & magnetometer at public entrances and arrangement for employee parking near the building for after hours.
- D. Lease Security Standards for level 4 include but are not limited to:
1. Perimeter security control is required over parking areas and building entry points including adjacent surface parking lots and structures under the Lessors control.
 2. Adequate lighting with emergency power back up for the exterior of the building and parking areas.
 3. Twenty Four hour CCTV surveillance cameras with time lapse video recording is required at lobbies and parking areas.
 4. Applications of shatter – resistant material may be applied on exterior windows in Government occupied space.
 5. Security Guards are required at public lobbies and entrances for ID – pass control and manning x-ray and magnetometer equipment.
 6. All mail and packages entering the building shall be subject to x-ray screening and visual inspection by Security Guards.
 7. IDS with central monitoring capability is required for the building perimeter.
 8. Exterior entrances shall have high security locks.
 9. Interior Security-Acceptable Government issued photo ID for all building occupants or visitors upon entry to the building is required.
 10. Utility areas shall be secured and only authorized personnel shall have access.
 11. Dedicated heating, ventilation and HVAC shall be required for lobbies, mail rooms and loading docks.
 12. Procedures are required for the notification of the Lessors building management, security guards and local emergency personnel for the possible shut down of air handling units.
 13. Securing air-grilles and accessing building information is required.
 14. The Lessor is required to cooperate with and participate in the development and implementation of the OEP.
 15. The Government has the right, at its own expense and manpower to temporarily upgrade security during heightened security conditions.

7.15 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statement for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with FormFD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit FormFD-258 and Form176 for every employee covered by this paragraph on a 3-year basis.

7.16 MAINTENANCE AND TESTING OF SYSTEM S

- A. The Lessor is responsible for the total maintenance and repair of the leased premises, whether monthly or annually. Such maintenance and repairs include site and private access drives. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

7.17 INTEGRATED PEST MANAGEMENT PROGRAM

A. The lessor shall institute a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Non-pesticide technologies such as trapping and monitoring devices.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

B. The lessor shall adequately suppress the following pests:

1. Indoor populations of rodents, insects, arachnids, and other arthropods.
2. Outdoor populations of potentially indoor-infesting species that are within the
3. property boundaries of the specified buildings. Nests of stinging insects within the property boundaries of the specified buildings.
4. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoor.
5. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
6. Termites and other wood-destroying organisms.
7. Mosquitoes.
8. Pests that primarily feed on outdoor vegetation.

C. INITIAL BUILDING INSPECTIONS

The lessor shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract. The purpose of the initial inspections is for the lessor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.

D. PEST CONTROL PLAN

The lessor shall submit to the COR a Pest Control Plan at least thirty (30) working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the CO will render a decision regarding its acceptability within fourteen (14) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the lessor shall have five (5) working days to submit revisions. The lessor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract.

The Pest Control Plan shall consist of five parts as follows:

1. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
2. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for Identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
3. Service Schedule for Each Building or Site: The lessor shall provide complete service schedules that include weekly or monthly frequency of pest surveillance visits, specific day(s) of the week of such visits, and approximate duration of each visit.
4. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The lessor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
5. Commercial Pesticide Applicator Certificates or Licenses: The lessor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every lessor or contracted employee who will be performing on-site service under this contract.

E. MANNER AND TIME TO CONDUCT SERVICE

1. Time Frame of Service Visits: The lessor shall perform routine pest control service that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the Contractor shall notify the CO at least one (1) day in advance.

2. Safety and Health:

- a) The lessor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- b) The lessor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

7.18 RECYCLING

- A. The Offeror shall provide the Government "internal recycling" services as part of their offer in accordance with the requirements stated herein. "Internal" recycling is the collection of recyclable waste materials as part of the normal ongoing building operations of collecting wet trash and is to include the additional materials:
 1. High-grade paper (Bond paper, computer paper, color paper, bulk mail, etc.)
 2. Low-grade paper (newsprint, ground wood paper, etc.)
 3. Corrugated cardboard
 4. Glass (all kinds)
 5. Aluminum and metal
 6. Plastic (Numbers 1 & 2 only)
- B. The Offeror shall include as part of janitorial services, the removal of recyclable materials from Government tenant space at least twice per week during non-working hours, and should be able to accommodate special collection requests as needed. This will include the removal of paper products, cardboard and glass, plastic and aluminum beverage containers from locations throughout the government leased space. The Offeror shall provide adequate space in the loading dock area for collection of recyclables until such time that the recycling collection company picks it up. The recycling collection company and the collection room within the building shall meet all applicable state and local codes, registrations and permits for proper collection and dispensation of recycled materials. The Offeror shall track the amount of materials recycled (by weight) and report those numbers to GSA on a quarterly basis (See attachment 2). If EPA is the sole participant of the recycling program, proceeds from the sale of recyclable materials generated shall be reimbursed to GSA. If multiple tenants participate in the recycling program, the proceeds from the sale of recyclable materials shall be divided/allocated among the participating tenants based on a leased space and EPA shall receive its equitable share. GSA will have the on-going right to audit the Offeror's recycling process or purchases.

7.19 OCCUPANCY PERMIT

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 FIRE AND LIFE SAFETY

- A. Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in NFPA Standard 101, *Life Safety Code*, or any successor standard thereto, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. The Offeror shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard 101 or equivalent. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA Standard 101, or local code, whichever is more stringent.
- C. The Offeror must provide a licensed fire protection engineer to prepare a Code Evaluation Statement that will contain the following information:
 1. Plans showing equipment locations for fire protection systems, fire protection water supplies, fire hydrant locations, fire apparatus access roads and fire lanes.
 2. A narrative description of the buildings proposed fire protection systems including the egress system.
 3. The design fire protection team engineer shall prepare an analysis of the applicable codes and energy criteria that will govern the design of the specific project. For example, such as, but not limited to:
 - a. Classification of construction and occupancy group(s).
 - b. Rating of structural components
 - c. Fire resistance requirements
 - d. Interior finish
 - e. Occupancy load calculations
 - f. Exit calculations
 - g. Identification of areas to receive automatic sprinkler systems and/or automatic detection systems and smoke control systems, etc.
 - h. Provide a complete fire protection and life safety analysis.

8.2 SPRINKLER SYSTEM

- A. The entire building shall be protected by an automatic sprinkler system complying with NFPA Standard 13 or an equivalent level of safety. In office areas, system shall be a quick-response wet-pipe type with distribution piping concealed above the ceiling and with pop-down type sprinkler heads. Computer room sprinklers should be pre-action dry pipe type (see the attached program of requirements for the size of required computer space). Where required by code, sprinkler heads may be necessary below the access flooring in some areas. In parking garage(s), the sprinkler system (if required by code), shall be dry pipe, with exposed piping.
- B. If an Offeror proposes to satisfy any requirement of this paragraph by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 101-6.6 for guidance on conducting an equivalent level of safety analysis.
- C. Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.3 FIRE ALARM SYSTEMS

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this SFO). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72, *National Fire Alarm Code*. The facility is to include a complete electrically supervised fire alarm system complying with NFPA 72, but not integrated with the facility's energy management system. The system is to include manual fire alarm stations, smoke detectors, water flow switches, and audible and visible notification appliances. Note that installation is to meet not only NFPA 72, but shall also comply with PBS-P100, which supersedes NFPA 72 in several particulars. The fire alarm system shall automatically notify the local fire department or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, *National Electrical Code*, and NFPA Standard 72.

Fire/Smoke detection equipment must be installed with detectors inside the false ceiling, in the ceiling of the computer room and beneath the raised floor. Fire detection equipment must be zoned to minimized risk of false alarms.

8.4 OSHA REQUIREMENTS

The Lessor shall maintain the building and space in a safe and healthful condition according to OSHA standards.

8.5 INDOOR AIR QUALITY

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA). The lessor shall provide demand control ventilation integrated with the facility automation system, complete with CO2 sensors in return air paths in areas of high occupancy (such as large conference rooms) and in the most remote ventilation zones, to regulate outside air ventilation such that, in office facilities, occupied space CO2 is maintained to no more than 530 ppm above outside air conditions. The Offeror shall provide CO and pressure differential monitoring tied to alarm the BAS for all spaces adjacent (above, below or to the side of) to automobile, truck or other source of combustion byproducts idling or parking spaces.
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- D. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 Pico Curies per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during build out before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM

1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for preoccupancy.
2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant preoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 BOMA/ANSI Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 BOMA/ANSI Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 LEAD IN DRINKING WATER

Testing for lead in drinking waters shall be done in accordance with the provisions of the Safe Water Act Amendments of 1986. The drinking water from drinking fountains within the facility shall be tested in accordance with EPA guidelines to assure that the levels of lead and copper do not exceed the permissible levels established by EPA. The protocol for sampling and testing are provided in EPA publication: Lead in Drinking Water, EPA 570/9-89-001, January 1989, and guidelines provide in EPA CD-Rom entitled: SHEMD Disk#1, Release 6, September 1997 should be followed in conducting testing. The Offeror prior to occupancy should conduct the testing and thereafter annually utilizing qualified personnel for sampling and a SDWA certified laboratory to perform the testing and evaluation.

8.12 LEAD IN PAINT

Paint containing more than 0.06% lead shall not be used on this project.

8.13 FLUORESCENT LAMP DISPOSAL

Fluorescent lights typically contain mercury which has adverse environmental impacts.

1. The Offeror shall store, transport and recycle all fluorescent lamps under the requirements of RCRA Universal Waste (40 CFR Part 273) rules and the applicable state and local laws and regulations. (For RCRA Universal Waste information see, www.epa.gov/epaoswer/hazwaste/id/univwast/where.htm)
2. The Offeror shall send all used lamps to a lamp recycler who is authorized, certified, or licensed under applicable state or municipal law. The Offeror shall provide to the contracting officer or his designee with the name of the firm providing fluorescent lamp recycling services. Offeror shall provide an annual report of the total number of lamps sent to the recycler. Ordinary business records, such as invoices, may be used to satisfy this requirement.

9.0 TENANT IMPROVEMENTS

9.1 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE

- A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517, General Clauses.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
 1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
 2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 3. No building shell items shall be included in the competitive proposal.
 4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
 5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
 7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
 8. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10.0 SPECIAL REQUIREMENTS

10.1 POST OCCUPANCY

The Offeror, its design team, and contractor and sub-contractors shall provide all necessary documentation to GSA and EPA in the development of a "Green Report" for the leased facility, documenting the sustainable features and benefits of the building, during its planning, design, construction and future operation. The "Green Report" will include discussion of:

1. The design approach used by the architects and engineers regarding all sustainable features of the building shell, mechanical and electrical systems, and site design (e.g., low impact development, natural landscaping, water conservation, solar applications and environmentally preferable products.)
2. Energy efficiencies obtained because of the design approach, including energy use calculations and projections,
3. Extent of all recycled content products and environmentally preferable products in the design, including materials noted in the Comprehensive Procurement Guidelines, used in the project providing the quantity of recycled content, manufacturers, and price differentials, if any,
4. Indoor air quality features, documenting standards met as set forth in Appendix B.1.2.3 of the EPA Facilities Manual,
5. Construction approaches and activities that reflect resource conservation, including construction recycling documenting approach, quantities recycled and impacts to cost and landfill, if any, and
6. The Offeror is not required to write the "Green Report," but is required to provide GSA and EPA access and information from its design, construction and facility management team and provide fact sheets on the sustainable features of the project at the end of each phase of the work (Concept Planning, Design Development, Construction, and Initial Occupancy.)

10.2 SPECIAL REQUIREMENTS: CONSTRUCTION PHOTOGRAPHS

Provide weekly construction photographs to GSA. At a minimum the photographs shall include at least two pictures that provide an overall view of the site, with the progress of the site and building construction. Provide 4x10, high quality color prints and electronic files of each view. GSA and EPA will retain the rights to use the photographs in their displays, publications, etc.

10.3 SPECIAL REQUIREMENTS: BUILDING MATERIAL EMISSION LEVEL REQUIREMENTS

The Offeror shall not exceed the following Volatile Organic Compound content standards. If other standards stated in the SFO conflict, the stricter shall apply.

Substance	Max. g/L	Substance	Max. g/L
Acoustic Panel Ceiling Finish	50	High Performance Water-Based Acrylic Coatings	250
Carpet Adhesive	50	Liquid Membrane-Forming Curing & Sealing Compound	350
Carpet Seam Sealer	50	Pigmented Sealers	250
Casework and Mill work Adhesives	20	Plastic Laminate Adhesive	20
Casework Sealant	50	Polychromatic Interior Finish Coatings	150
Cast Resin Countertop Silicone Sealant	20	Portland Cement Plaster	20
Catalyzed Epoxy Coatings	250	Resilient Tile Flooring Adhesive	100
Flooring Adhesives for Non-Chlorine Based Flooring	100	Solvent-Based Exterior Paint	250
Form Release Agents	250	Terrazzo Sealer	250
Garage Deck Sealer	300	Transparent Wood Finish Systems	250
Gypsum Drywall Joint Compound	20	Water Based Joint Sealants	50
High Performance Silicone	50	Water-Based Interior Paint	0

10.4 SPECIAL REQUIREMENTS: SUBMISSION REQUIREMENTS

The Offeror will be required to submit after occupancy:

1. Fund and submit documentation to EPA Energy Star® Program for certification within 14 months of reaching 95% occupancy.
2. Read only access into a computer-based graphical user interface with a report estimating peak KWHR demand and estimated BTU use for previous day.
3. Quarterly energy utilization reports of building or EPA portion of building. Reports shall include quarterly energy bills, estimates of EPA energy and BTU use, and its share of common area energy use if in a multi-tenant building.
4. Track recycling by weight and provide quarterly reports to the Government.
5. Proceeds from sale of recycling for EPA share of facility if applicable.
6. Records of bidding for all recyclable content products listing each bid percentage of pre and post consumer recycled content, and reason for selection if non-compliant with RCRA 6002 and RMAN.
7. Final construction and renovation recycling and disposal reports.

10.5 SPECIAL REQUIREMENTS: EPA LEED[®] PREFERENCES

The attached table, marked as Exhibit C, summarizes the credits for which the EPA has a preference as well as those for which the EPA has an interest (but may be less practical or cost effective to implement).

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